

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO.

2014 JUN 17 PM 1:13  
STATE OF NORTH CAROLINA *ex rel.*  
ROY COOPER, Attorney General,

Plaintiff,

v.

TRANSPORTE MEDRANO INC.,  
d/b/a MEDRANO EXPRESS;  
GLOBAL CARGO, INC.;  
DIAMOND SHIPPING INC.;  
JORGE MEDRANO, individually and  
in his capacity as owner and manager  
of TRANSPORTE MEDRANO INC. and  
DIAMOND SHIPPING INC.;  
TELMA AYALA, individually and  
in her capacity as manager and operator  
of TRANSPORTE MEDRANO INC;  
and DIAMOND SHIPPING INC;  
and  
WILLIAM VELASCO, individually  
and in his capacity as owner and  
manager of GLOBAL CARGO, INC.

Defendants

## COMPLAINT

### MOTION FOR TEMPORARY RESTRAINING ORDER

### MOTION FOR PRELIMINARY INJUNCTION

## INTRODUCTION

1. Plaintiff, the State of North Carolina, by and through its Attorney General, Roy Cooper, brings this action against defendants, alleging violations of the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.* Plaintiff seeks a Temporary Restraining Order, Preliminary Injunction, and other injunctive relief against defendants, as well as civil penalties, restitution for victims, attorneys' fees and other costs.

## PARTIES

2. Plaintiff is the State of North Carolina acting by and through its Attorney General, Roy Cooper, pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

3. Transporte Medrano Inc., d/b/a Medrano Express (hereinafter "Medrano"), is a corporation organized in the State of New York, with a mailing and office address of 68 Sewell St., Hempstead, NY 11550. Medrano also maintains addresses at 134 N. Franklin St., Hempstead, NY 11550, and 97 Fairway Drive, Hempstead, NY 11550.

4. Global Cargo, Inc. (hereinafter "Global") is a corporation organized in the State of Georgia, with office addresses at 6083 South Norcross Tucker Road, Suite E, Norcross, GA 30093, and 5855 Jimmy Carter Blvd, Suite 208, Norcross, GA 30071-2984. Upon information and belief, at all times relevant to this complaint, Global has functioned as a d/b/a of Medrano notwithstanding its separate corporate status.

5. Diamond Shipping Inc. (hereinafter "Diamond") is a corporation organized in the State of Nevada, with addresses at 97 Fairway Drive, Hempstead, NY 11550, and 68 Sewell Street, Hempstead, NY 11550. Upon information and belief, at all times relevant to this complaint, Diamond has functioned as a d/b/a of Medrano notwithstanding its separate corporate status.

6. Jorge Medrano, a/k/a George Medrano, is the owner, President, and Chief Executive Officer of Medrano, and the owner, President, and Secretary of Diamond Shipping Inc. Jorge Medrano has addresses at 97 Fairway Drive, Hempstead, NY 11550, and 68 Sewell Street, Hempstead, NY 11550. Upon information and belief, at all times relevant to this

complaint, defendant Jorge Medrano has managed and controlled the operations of the above-named corporate defendants.

7. Telma Ayala is the Vice President of Medrano, with an address of 97 Fairway Drive, Hempstead, NY 11550. Upon information and belief, at all times relevant to this complaint, defendant Telma Ayala has been involved in the management and control of the operations of Transporte Medrano Inc. and Diamond Shipping Inc.

8. William Velasco, a/k/a William Medrano, is the owner and Chief Executive Officer of Global Cargo, Inc., and has addresses at 6083 South Norcross Tucker Road, Suite E, Norcross, GA 30093, and 5855 Jimmy Carter Blvd, Suite 208, Norcross, GA 30071-2984. Upon information and belief, William Velasco also maintains an address at 172 Chelsea St., Everett, MA 02149-4630. Upon information and belief, at all times relevant to this complaint, defendant William Velasco has managed and controlled the operations of Global Cargo, Inc.

9. The above-named corporate defendants were and are commonly known to the public as Medrano Express. For ease of reference, these defendants are referred to below in the singular, as "Medrano."

#### **JURISDICTION AND VENUE**

10. This Court has jurisdiction over Defendant pursuant to N.C. Gen. Stat. § 1-75.4 because Defendant has transacted business within the State of North Carolina at all times relevant to this Complaint.

11. Venue for this action properly lies in Wake County, North Carolina pursuant to N.C. Gen. Stat. § 1-79 because Defendant transacts business in Wake County, North Carolina and/or some of the transactions out of which this action arose occurred in Wake County, North Carolina. Venue also properly lies in Wake County pursuant to the authority granted the Attorney General by

**FACTUAL ALLEGATIONS**

12. Since its inception in approximately 1992, Medrano's primary business has involved shipping packages from customers in the United States to countries in the Caribbean and in Central and South America, including Puerto Rico, Dominican Republic, Mexico, Nicaragua, Honduras, Guatemala, El Salvador, Costa Rica, and Columbia. Medrano has retail shipping stores in at least twenty states, including North Carolina, as well as offices in the destination countries.

13. Medrano advertises its business over the Internet, by radio, and through flyers. Its target audiences are Latin American communities throughout the United States, including North Carolina.

14. At all times relevant to this complaint, Medrano has owned and operated retail stores at two locations in North Carolina. One store is located at 4646 Capital Boulevard, Raleigh, NC; the other at 6407 I South Boulevard, Charlotte, NC.

15. Until approximately October 2012, Medrano's operations in North Carolina functioned as follows: Consumers would come either to the Charlotte or Raleigh office and have the items they wished to ship packaged by a Medrano representative, or else Medrano would come to the consumer's residence and pick up the packaged box there. Typically, consumers would pay between \$100.00 and \$400.00 for shipping, plus an additional cost if they wished to insure the package (see Plaintiff's Exhibit 1, Affidavit of Lorena Noemi Sarmiento, and Plaintiff's Exhibit 2, Affidavit of Teresa Cerrato, attached hereto). In some instances, the boxes sent contained thousands of dollars worth of items (Exhibit 1, Affidavit of Lorena Noemi Sarmiento).

16. In addition, as described by three consumers, Medrano also serviced customers by advertising at small grocery stores located throughout the State, where Medrano boxes were made available and where the customer paid Medrano for the box and for shipping. Invoices issued out of these locations identified Medrano, with an office address of 134 North Franklin St. in Hempstead, New York, as the entity with which the consumer was contracting (see Plaintiff's Exhibit 4, Affidavit of Julie Daniel, attached hereto).

17. Medrano promised its customers that the packages would be delivered within a specified time frame, usually 6 to 8 weeks, but sometimes shorter, within 4-6 weeks (see Plaintiff's Exhibit 3, Affidavit of Barlin Giron, attached hereto).

18. Medrano either delivered the packages entirely overland, by truck, or else transported the packages by truck to various shipping sites, where the boxes were then loaded onto a ship. In such instances Medrano purchased cargo space on the ship, and the packages, typically consolidated into a container, were then delivered by ship to the country of destination. When the packages arrived in the destination country, Medrano trucks picked the boxes up and the packages were delivered to the addressees.

19. Under 46 U.S.C. § 40101 *et seq.*, which regulates international ocean shipping, Medrano operated as an "Ocean transportation intermediary." Within that designation, Medrano operated specifically as a "non-vessel-operating commercial carrier" ("NVOCC"), meaning primarily that Medrano did not operate the ship that transported the packages to the country of destination, but legally assumed responsibility for the cargo just as the operator of the vessel would.<sup>1</sup>

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<sup>1</sup> As pertains to Medrano, three definitions within 46 U.S.C. § 40102 are relevant. A "common carrier" is defined in part as a person that "holds itself out to the general public to provide transportation by water of passengers or cargo

20. As a general freight carrier licensed to operate in the United States, Medrano, in order to maintain its license, is required by the Federal Motor Carrier Safety Administration (FMCSA) to maintain cargo insurance in an amount prescribed by the FMCSA. Medrano allowed its insurance coverage to lapse. For that reason, on December 11, 2012, the FMCSA revoked Medrano's operating authority. Pursuant to 49 CFR § 392.9a, this revocation meant that Medrano was required to cease operation of all its motor vehicles, including the trucks used to transport packages. Notwithstanding this revocation, Medrano, in violation of 49 CFR § 392.9A, continued using trucks to transport packages. For this reason, pursuant to 49 CFR § 392.9a and 49 U.S.C. § 14901(d)(3), on May 12, 2014 the FMCSA issued a Notice of Claim to Medrano, charging Medrano with this violation among others, and imposing a \$25,000.00 fine for this violation (Plaintiff's Exhibit 4, Affidavit of Julie Daniel).

21. Beginning in approximately October 2012, Medrano's operating practices changed. While Medrano continued to solicit consumers and continued to package consumers' items for delivery, pick up packages for delivery, and charge consumers for delivery, Medrano, after taking custody of the packages, failed to deliver the packages (Exhibit 4, Affidavit of Julie Daniel).

22. Until at least May 2013 and possibly later, Medrano continued to solicit consumers, accept prepayment, take possession of consumers' packages, and promise delivery. However, upon information and belief, after approximately October 2012, the delivery of packages ceased, with the possible exception of occasional packages which made it to the

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between the United States and a foreign company for compensation ...." 46 U.S.C. § 40102(6)(A)(i). An "Ocean transportation intermediary" is either an "ocean freight forwarder" or a "non-vessel-operating common carrier," ("NVOCC"), 46 U.S.C. § 40102(19), and a NVOCC, in turn, is defined in part as a "common carrier that does not operate the vessels by which the ocean transportation is provided...." 46 U.S.C. § 40102(16)(A).

intended recipient. Upon information and belief, any such packages which were delivered arrived much later than the promised delivery date.

23. During this time period of October 2012 to May 2013 (and possibly later), Medrano solicited consumers and held itself out as being responsible for the successful delivery of packages, yet did so knowing that it would not deliver the packages. Upon information and belief, Medrano persisted in this conduct with no intention of actually delivering the packages, and with the deliberate design of deceiving consumers by taking their money and promising a service -- delivery of packages -- which it no longer performed.

24. Beginning in approximately October 2012, when Medrano's non-delivery of packages became routine, customers began calling Medrano to inquire about the status of their packages. When customers did so, it was commonplace for Medrano not to answer its phones. Alternatively, many North Carolina consumers report that, when they repeatedly called Medrano to find out why their packages had not been delivered and when the packages would be delivered, they encountered voicemail and left repeated messages. According to these consumers, Medrano never or rarely returned their calls (Plaintiff's Exhibit 2, Affidavit of Teresa Cerrato, and Exhibit 3, Affidavit of Barlin Giron).

25. When customers were successful in getting through to Medrano to discuss the status of their packages, Medrano representative repeatedly made false and deceptive statements to consumers, leading consumers to believe that their packages would soon be delivered when in fact delivery rarely occurred. Among the misrepresentations made by Medrano are the following:

- (a) that the box was "on its way" and would be delivered within a specified period of time, when in fact the box was never delivered;

- (b) that the original estimate of the time frame for delivery was incorrect, that the estimate should have been longer, and that delivery would occur within this longer time frame, when in fact the box was not delivered within that extended time frame and was never delivered;
- (c) that the delay in delivery was because "Customs" was holding the package, when in fact neither U.S. Customs nor the Customs agency of the destination country were holding the package (Exhibit 1, Affidavit of Lorena Noemi Sarmiento, and Exhibit 3, Affidavit of Barlin Giron).

26. Pursuant to 46 U.S.C. § 40902, Medrano is required to furnish a bond, proof of insurance, or other surety in a form and amount determined by the Federal Maritime Commission (FMC) to insure financial responsibility. In 2013, as consumers began discovering in greater numbers that Medrano was not delivering their packages, many consumers complained to the FMC and filed claims against Medrano's surety. The surety was depleted and eventually cancelled due to the claims filed against it. When the surety notified the FMC of the cancellation, the FMC, pursuant to 46 U.S.C. § 40903, revoked, for failure to maintain financial responsibility, Medrano's license to operate as an ocean transportation intermediary. The FMC did so on July 25, 2013. Per 46 U.S.C. § 40901, after that date Medrano was prohibited from continuing to operate as an ocean transportation intermediary.

27. Upon information and belief, Medrano closed its offices in North Carolina in approximately June 2013. Notwithstanding this closure, upon information and belief, Medrano continues to operate its trucks and conducts operations out of its warehouse located at 68 Sewell St., Hempstead, NY 11550.



28. The packages which Medrano collected from North Carolina consumers beginning in approximately October 2012, and which, with few exceptions, have not been delivered, are sitting at various locations known to Medrano. These locations are offices and/or storage facilities which Medrano owned and/or controlled at the time it took custody of consumers' packages.

29. Upon information and belief, Medrano, after taking custody of the packages from its North Carolina customers, rather than deliver the packages overland by truck or transfer them to a ship for transport to the country of destination -- whichever was applicable -- instead abandoned the packages at various sites throughout the United States, where they remain to this day.

30. Medrano's customers do not know where their packages are. They want simply to have their packages returned to them or delivered to the intended recipients. Despite the fact that Medrano knows where these packages are, the company has made no effort either to return the packages to the sender or deliver them to the appropriate recipient.

31. As an example of Medrano's above-described conduct, recently, in Miami, Florida, over 200 packages of which Medrano was the custodian and was supposed to deliver were found in a strip mall storefront. Medrano had been leasing the space and conducting business there, and, without notice to the landlord, ceased paying rent and abandoned the packages. Medrano was evicted, and the FMC's Office of Consumer Affairs and Dispute Resolution Services, together with area representatives in South Florida and local officials and organizations, began the process of trying to return these packages to their senders (Exhibit 4, Affidavit of Julie Daniel).

**CLAIM FOR RELIEF**  
**VIOLATIONS OF THE UNFAIR AND DECEPTIVE TRADE PRACTICES ACT,**  
**N.C. GEN. STAT. § 75-1.1 et. seq.**

32. Plaintiff incorporates herein by reference paragraphs 1 through 31, and alleges further that the aforesaid acts, practices, omissions and representations by the defendants constitute unfair and deceptive trade practices in violation of N.C. Gen. Stat. § 75-1.1 *et seq.*

33. Defendants' unfair and deceptive business practices include, but are not limited to:

- (a) failing to deliver packages for consumers who prepaid for delivery;
- (b) providing consumers false estimates of shipping dates;
- (c) providing consumers excuses for delays in shipping and for non-delivery of consumers' packages which, upon information and belief, were false;
- (d) failing to return packages to the senders or, in the alternative, provide monetary refunds to the senders.
- (e) systematically soliciting consumers, accepting prepayment from consumers for delivery of packages, and taking custody of consumers' packages, all while knowing – and failing to disclose to consumers – that the packages would not be delivered.
- (f) failing to respond to consumers' inquiries about the status of consumers' packages.
- (g) charging consumers for insurance for the contents of the package, when, in reality, either no such insurance coverage was actually provided, or insurance may have existed but Medrano refused to provide consumers contact information to allow consumers to make claims for reimbursement with the insurer(s), thereby prohibiting consumers from obtaining any reimbursement

through insurance.

34. Defendant Jorge Medrano, individually and in his capacity as owner, President and CEO of Medrano, and in his capacity as owner, President, and Secretary of Diamond Shipping Inc., is, upon information and belief, responsible for the above-described unfair and deceptive trade practices.

35. Defendant Telma Ayala, in her capacity as Vice President of Medrano, is upon information and belief, responsible for the above-described unfair and deceptive trade practices.

36. Defendant William Velasco, in his capacity as owner and CEO of Global Cargo, Inc., is, upon information and belief, responsible for the above-described unfair and deceptive trade practices.

37. Pursuant to N.C.G.S. § 75-14, the Attorney General is authorized to seek and obtain a temporary restraining order and injunctive relief to restrain defendants' violations of N.C.G.S. § 75-1.1.

38. Pursuant to N.C.G.S. § 75-15.1, the Attorney General is authorized to seek and obtain cancellation of all contracts and the restoration of all monies obtained by defendants as a result of defendants' violations of N.C.G.S. § 75-1.1.

39. Pursuant to N.C.G.S. § 75-15.2, the Attorney General is authorized to seek and obtain civil penalties for each and every knowing violation of a statute, including but not limited to N.C.G.S. § 75-1.1, where the defendant has violated N.C.G.S. § 75-1.1.

40. Pursuant to N.C.G.S. § 75-16.1, the Attorney General is authorized to seek and obtain a reasonable attorney fee for the prosecution of this action.

**REQUEST FOR A TEMPORARY RESTRAINING ORDER**  
**UNDER N.C.G.S. § 75-14**

As shown by this complaint and the accompanying affidavits, the defendants' deceptive and illegal practices have harmed the residents of this state and other states. Plaintiff State of North Carolina therefore requests a Temporary Restraining Order pursuant to N.C.G.S. § 75-14 so that further harm to consumers and further violations of law might be prevented. In support of Plaintiff's Motion for a Restraining Order, the affidavits of Lorena Noemi Sarmiento, Teresa Cerrato, Barlin Giron, and Julie Daniel are attached hereto and incorporated herein by reference.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiff prays the Court for the following relief:

1. That the Court issue a Temporary Restraining Order pursuant to N.C.G.S. § 75-14 prohibiting defendants, their agents, employees and corporate successors or assigns, and any persons acting in concert with them, from:
  - (a) engaging in unfair or deceptive acts or practices in violation of N.C.G.S. § 75-1.1, including but not limited to the acts and practices listed in Paragraph 33 of Plaintiff's Claim for Relief;
  - (b) advertising, offering, soliciting, or entering into contracts with consumers for any product or service, including accepting advance payment from consumers for any product or service;
  - (c) destroying, transferring, concealing, or altering or removing from their possession or control any financial records, customer contracts, e-mails or other correspondence, business records, and other documents of defendants;

- (d) transferring, withdrawing, concealing, disposing, or encumbering any of the defendants' assets without permission of the Court; provided, however, that permission shall not be required if the plaintiff agrees in writing to the expenditures.

2. That, upon proper notice to defendants and within ten (10) days of the entry of the Temporary Restraining Order, a hearing be conducted to determine whether that Order, or any reasonable modifications thereof, should be considered in the form of a preliminary injunction pending the final adjudication of this cause, as allowed by N.C.G.S. § 75-14;

3. That, pursuant to N.C.G.S. § § 75-1.1 and 75-15.1:

- (a) defendants return consumers' cargo to them or reimburse consumers for the full value of any cargo undelivered to the intended recipients;
- (b) in any instance where consumers' cargo was not delivered to the intended recipient, defendants reimburse such consumers for all sums paid to defendants for shipment, including the cost of insurance.

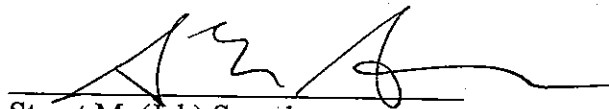
4. That, pursuant to N.C.G.S. § 75-14, a permanent injunction be entered upon final adjudication of this case to prevent defendants and their officers, agents, employees, successors, and assigns from resuming any unfair or deceptive practices;

5. That defendants be required to pay civil penalties to the State in the amount of \$5,000.00 per violation of the Unfair and Deceptive Trade Practices Act, pursuant to N.C.G.S. § 75-15.2;

6. That costs and reasonable attorney's fees be awarded the Attorney General pursuant to N.C.G.S. § 75-16.1; and

7. That the Court award such other and further relief.

This the 17<sup>th</sup> day of June, 2014.



Stuart M. (Jeb) Saunders  
Assistant Attorney General  
North Carolina Department of Justice  
P.O. Box 629  
Raleigh, NC 27602-0629  
Tel: 919-716-6000  
N.C. Bar No. 19614

Attorney for STATE OF NORTH CAROLINA  
ex rel. ROY COOPER, Attorney General

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AFFIDAVIT OF LORENA NOEMI SARMIENTO

I, Lorena Noemi Sarmiento, being first duly sworn, state as follows:

1. I am an adult resident of Mecklenburg County, North Carolina.
2. On November 21, 2009, I went to a company named Medrano Express ("Medrano"), located at 6407 I South Boulevard, Charlotte, North Carolina, because I wanted to ship some items to my family in El Salvador. Medrano had placed a business card under the windshield wiper on my car, so I had decided to use them for shipping.
3. The Medrano representative, Siomara, gave me a big box to take home to fill up with items, and she said when it was full to give them a call so they could come to my house to pick up the box. She said I could ship the box for one flat rate, no matter how much was in it. I paid \$80.00 for the box as a down payment on the shipment. A true and accurate copy of the invoice showing that payment is attached as Exhibit A.
4. I took the box home and began filling it with items to send to my family. Since I wanted to send as much as possible in the box, I spent three years saving money and accumulating clothing, toys, a laptop computer, and other electronics.
5. On September 24, 2012, I realized the box I had was too small because it started popping open, so I went to the Medrano office to get a bigger box and to establish a pick-up date at my house. We agreed Medrano would come to my house on September 30, after 12:00 noon.
6. The Medrano representative with whom I scheduled the pick-up date told me that my box would be delivered within six weeks. I paid \$355.00 to Medrano for the shipping costs;



the items in the box were worth approximately \$2,000.00. The Medrano representative asked me if I wanted to purchase insurance for \$15.00, which would cover lost or damaged items up to \$500.00. She assured me I really did not need to purchase the insurance because nothing was going to happen to the box, but I insisted on purchasing it anyway. The invoice number for the shipment was NC4517443-01. A true and accurate copy of that invoice is attached as Exhibit B.

7. When Medrano came to pick up my box on September 30, 2012, I asked if I could put my name on the box. Medrano would not let me do so. I noticed that only a number was written on the outside of the box by a Medrano representative.

8. I waited a while for my box to be delivered. As more and more time went by, I started calling Medrano in Charlotte to find out where the box was. Most of the time no one would answer the phone when I called, and when they did answer they were mad at me for calling them. I called the office in El Salvador, and the manager, Anita, told me that Customs was holding the package and that I should continue to wait. Every time I called it was always the same thing, that my box had not been lost and that delivery was delayed because of Customs.

9. My friend, Elda Madalin Magana, who lives in El Salvador, called Customs in El Salvador for me. She was told that Customs did not have any boxes from Medrano Express, and that, in general, Customs would only hold on to boxes for thirty days and no more.

10. One Saturday morning in September 2013, I went to the Medrano office in Charlotte but the Medrano employees did not want to let me come inside. They stated that they were busy and were not open to the public for business during this time. I saw workers from Medrano loading many boxes into a truck that had a Macy's logo on the outside of the truck, and I took some pictures. One of the pictures I took of the truck as it was being loaded is attached as



Exhibit C. I asked the workers why they were loading packages into a Macy's truck; they told me they could not give me any information.

11. In October 2013 I filed a complaint with the North Carolina Attorney General's Office, hoping the Attorney General could help me either get my box delivered or get it returned to me. The Attorney General's Office gave me information from the Federal Maritime Commission about filing a claim with Medrano's surety company, Roanoke Trade Services.

12. I filed that claim on November 7, 2013. A true and accurate copy of the claim I submitted is attached as Exhibit D. I received a letter from Roanoke Trade Services dated November 11, 2013, telling me that the number of claims submitted exceeded the value of the bond, so there was no money left and Roanoke would not be pursuing resolution of the matter. A true and accurate copy of that letter is attached as Exhibit E.

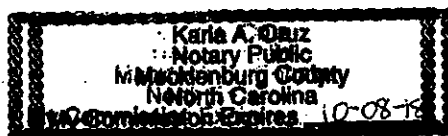
13. It took me three years, little by little, to purchase the items to send to my family in El Salvador. It is unfair that Medrano Express took advantage of me and others that used Medrano to send packages. I just want my box delivered or returned to me.

Instruments 06/07/14  
Lorena Noemi Sarmiento Date

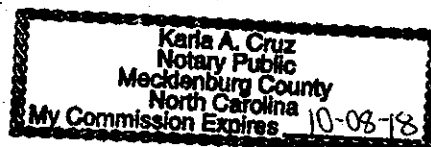
Sworn to and subscribed before me

This the 7<sup>th</sup> day of June, 2014

[Signature]  
(Notary Public)



My Commission Expires: 10-08-2018



INFORME  
19/02/12  
JOSUE

1500000  
MARTIN RODRIGUEZ MORENO NOHEN  
CALLE 1000000  
CALLE 1000000  
CALLE 1000000  
CALLE 1000000  
CALLE 1000000

MICHAEL MARTINEZ, NORA, 1500000  
AV. GILBERTO RAMIREZ DE QUINONEZ  
Y C. ALBERTO MAS RIVERA  
SONSONATE  
SONSONATE  
CALLE SALVADOR  
Phone: 503-2251-1430

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ROPA, ZAPATOS, ELECTRODOMESTICOS			

16/01/12 10/08/12 10/15/12

9/30/12 PASAR DESPUES DE MEDIODA

9/24/12

Deliver boxes on 9/17/12 Driver:

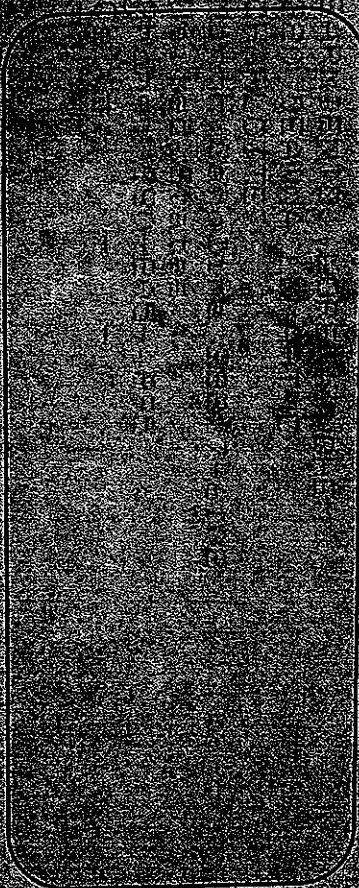
EXHIBIT  
A



35 North Main Street • Hempstead, NY 11540  
Phone: 1-800-328-4963 • Fax: 516-292-1886  
Visitenos @ www.medronopress.com

REMITENTE (orig)

DESTINARIO (orig)



Modelo Remite

Modelo Recibe

the magic of

macy's

[macys.com](http://macys.com)

tabbies®

EXHIBIT

C



ROANOKE

A/T/M. Maria

November 11, 2013

DEENA NOEMI SARIMENTO  
20 DEANNA LANE APT C  
CHARLOTTE NC 28217

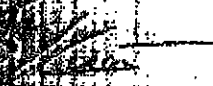
TRANSPORTE MEDRANO  
Bond Number: 571646

To: Ms. Sarimento:

We have received your claim against the above referenced principal. There was no claim against this bond in excess the bond value, and the surety has already paid the full bond liability.

In light of this information, we will not be pursuing resolution of this matter and we hereby release liability on this claim. If you have any questions concerning our decision, please contact the undersigned.

Sincerely,

  
Michael Knutson  
Claims Analyst  
Claims Bond Claims  
michael.knutson@roanoketrade.com  
Phone: (800) 504-1544 Ext: 1279  
Fax: (847) 969-8279  
Fax: (847) 969-3279

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**AFFIDAVIT OF TERESA CERRATO**

I, Teresa Cerrato, being first duly sworn, state as follows:

1. I am an adult resident of Wake County, North Carolina.
2. In late April or early May 2013, I arranged for Medrano Express ("Medrano") in Raleigh, North Carolina, to ship and deliver a package to Tegucigalpa, Honduras. On May 2, an employee from the Raleigh office (located at 4646 Capital Boulevard, Raleigh, NC) came to my house to pick up the package. The package, which contained shoes and clothing, was valued at and insured for \$500.00, and I paid Medrano Express \$140.00 to ship the package and \$15.00 to insure it. I didn't ask how long it would take the package to arrive because I had used Medrano's service several times before and the packages always arrived in Honduras within 3-4 weeks. A true and accurate copy of the invoice they gave me at time of shipping is attached as Exhibit A.
3. About four weeks after the package was picked up, I called the local Medrano Express office multiple times to inquire about the status of the package, but nobody answered the phone. I then called their headquarters in Hempstead, New York, but nobody answered there either.
4. I started doing searches on the Internet, where I found a lot of complaints posted by customers all over the country, many indicating that Medrano Express had closed in their particular city. Some time in either June or July 2013 I decided to find out if the Medrano Express office in Raleigh was still open, but when I arrived at their address, the locale was vacant and there were no posted signs indicating what had happened to Medrano Express or giving information about where to direct questions or concerns. After discovering that the local



office was out of business, I became concerned whether they were already out of business when their employee came to my house to pick up the package. If that is the case, then this individual scammed me out of my property and money.

5. I decided to file a complaint with the North Carolina Attorney General's Office in July 2013. The Attorney General's Office sent a letter to Medrano Express on July 16, but as far as I know, no one from Medrano ever responded. A true and accurate copy of that letter is attached as Exhibit B.

6. At the suggestion of the Attorney General's Office and the Federal Maritime Commission, I filed a claim with Roanoke Trade, hoping I could be reimbursed through a bond intended to cover losses from Medrano Express. Unfortunately, I received a letter dated October 28, 2013, stating that there had already been claims in excess of the bond value, so that I would not be receiving any reimbursement. A true and accurate copy of that letter is attached as Exhibit C.

7. Between the cost of the goods I shipped and the money I paid to Medrano to ship the goods, I have lost over \$600.00. I would really like to have the package returned to me, but if this is not possible, I want to be reimbursed \$640.00 for the insured value of the package and for the shipping fees.

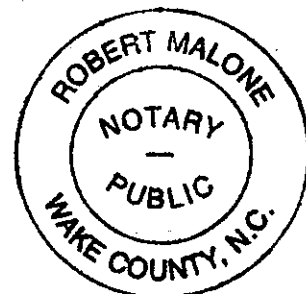
Teresa Cerrato 6-3-14  
Teresa Cerrato Date

Sworn to and subscribed before me

This the 3 day of June, 2014

Robert Malone  
(Notary Public)

My Commission Expires: 03/16/2015









## State of North Carolina

ROY COOPER  
ATTORNEY GENERAL

Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

CONSUMER PROTECTION  
Toll Free In NC  
(877) 566-7226  
Outside of NC  
(919) 716-6000  
Fax: (919) 716-6050

July 16, 2013

Medrano Express  
68 Sewell Street  
Hempstead, NY 11550  
Attn Rasenic Rodriguez

Re: File No. 1309139  
Teresa Cerrato  
1608 Claiborne Court  
Raleigh, NC 27606

Dear Mr. Rodriguez:

The Consumer Protection Division has received the attached request for assistance regarding your business.

In order to assess the merits of the complaint and to determine appropriate action, we need to know your position in this matter. Therefore, we ask that within the next fifteen (15) business days you provide a written statement of your position along with any supporting documents.

Please refer to our File Number 1309139 when you correspond with our office concerning this matter. Thank you for your cooperation.

Very truly yours,

Julie D. Daniel  
Consumer Protection Specialist  
CONSUMER PROTECTION DIVISION

Enclosure  
cc: Teresa Cerrato





TRADE

ROANOKE

Roanoke Trade

1475 E. Woodfield Road, Suite 500

Schaumburg, IL 60173-4903 USA

Phone: +1 847-969-1420

Toll Free USA: +1 800-ROANOKE

Fax: +1 847-969-8200

www.roanoketrade.com

October 28, 2013

TERESA CERRATO  
1608 CLAIBORNE CT  
RALEIGH NC 27606

RE: TRANSPORTE MEDRANO  
Bond Number: 574646

Dear TERESA CERRATO:

We have received your claim against the above referenced principal. There were claims against this bond in excess the bond value, and the surety has already paid the full bond liability.

In light of this information, we will not be pursuing resolution of this matter, and we hereby deny all liability on this claim. If you have any questions concerning our decision, please contact the undersigned.

Sincerely,

Stephen Knutson  
Claims Analyst  
Customs Bond Claims  
Steve.knutson@roanoketrade.com

Phone- (800) 504-1544 Ext: 1279

Direct- (847) 969-8279

Fax- (847) 969-3279

EXHIBIT

tabbles

C

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**AFFIDAVIT OF BARLIN N. GIRON**

I, Barlin N. Giron, being first duly sworn, state as follows:

1. I am an adult resident of Mecklenburg County, North Carolina.
2. In January 2013 I wanted to ship some items to my cousin in Tegucigalpa, Honduras. I found a company called Medrano Express ("Medrano"), in Charlotte, North Carolina, on the Internet. On January 25, 2013, I went to Medrano's office at 6407 I South Boulevard in Charlotte to send a box full of kitchen items, clothes, shoes, and school supplies, valued at \$1,200.00, to my cousin. I paid Medrano \$104.00 in shipping charges. When I sent the box, Medrano told me that it would not take more than 4-6 weeks for the box to reach its destination in Honduras. The salesperson listed on the invoice is "GRAMIREZ." A true and accurate copy of the invoice Medrano gave me at time of shipment is attached as Exhibit A.
3. When the box did not arrive as promised, I called many times to Medrano's office to get some information about my parcel, but most of the time I reached a voice mail. I left a message each time but no one ever returned my calls. The few times that Medrano did answer when I called, they said that the box was in the Customs office and would arrive in a week, but that never happened. The last time I spoke with anyone from Medrano was in March 2013.
4. The cousin to whom I was sending the items moved to Florida about six months ago, but my aunt still lives at the same address in Honduras. She tells me that the shipment still has not been delivered.



5. Medrano no longer answers the phone and I do not know where the package is.

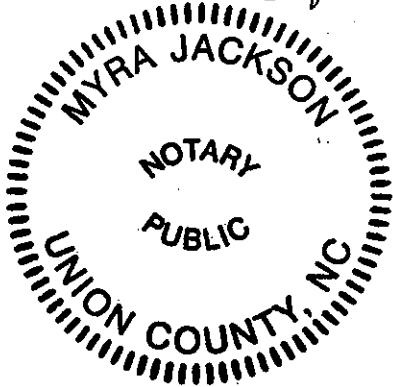
Barlin N. Giron 6-13-14  
Barlin N. Giron Date

Sworn to and subscribed before me

This the 13 day of JUNE, 2014

Myra Jackson  
(Notary Public)

My Commission Expires: September 30, 2018





Licensed Freight Forwarder OTI-NVOCG LIC. # 018716N  
134 North Franklin Street • Hempstead, NY 11550  
Phone: 1.800.328.4963 • Fax: 516.292.1896  
Visitenos: @ www.medranoexpress.com

SUCURSAL (Branch)

Medrano Express - Charlotte  
6407 I South Blvd.  
Charlotte, NC 28217

Phone: 704-556-9298

AGENTE AUTORIZADO (Dealer)

NO. FACTURA  
(Invoice No.) 454529097

FECHA ORDEN  
(Order Date) 1/12/13

VENDEDOR  
(Salesperson) GRAMIREZ

NO. REFERENCIA  
(Reference No.)

REMITENTE (Sender) #2432869

GIRON, BARLIN  
3510 FREW RD APT G  
CHARLOTTE  
North Carolina 28206-  
United States  
Phone: 704-232-7559

DESTINATARIO (Ship To)

REYES BACA, MAGDA A  
PENDIENTE=====PENDIENTE  
=====

TEGUCIGALPA  
TEGUSIGALPA  
HONDURAS  
Phone: 504--0000-0000

## ORDEN DE LLEVAR

(Delivery Ticket)

CANTIDAD (Quantity)	TIPO DE SERVICIO DESCRIPCION (Service / Description)	NUMERO DE CAJAS (Number of Boxes)	DEPOSITO (Deposit)
1	18"x18"x18"	1	T 20.00

**PROXIMAS SALIDAS**  
(Next Shipments)

1/14/13 1/21/13

FECHA DE RECOGER/COMENTARIOS:  
(Pick-up Date/Comments)

0/00/00

FECHA DE EMBARQUE/COMENTARIOS:  
(Request Shipment Date/Comments)

0/00/00

**INFORMACION DE LLEVAR** (Delivery Information)

Deliver boxes on 1/12/13 Driver:

EXHIBIT

A



**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**AFFIDAVIT OF JULIE D. DANIEL**

I, Julie D. Daniel, being first sworn, do hereby depose and say:

1. I have been employed by the North Carolina Department of Justice in the Consumer Protection Division of the Attorney General's Office since April 1997. I have held the position of Consumer Protection Specialist since April 2003. My routine job responsibilities include maintaining records of a portion of the written consumer complaints filed with the Consumer Protection Division, conducting investigations of these complaints, and attempting to mediate them by corresponding with the businesses and consumers involved in the controversy. I am the custodian of all the records, correspondence and other documents maintained in our office regarding Transporte Medrano Inc., a/k/a Medrano Express ("Medrano"). I am assisting in the investigation of Medrano.

2. In 2010 the Consumer Protection Division received two complaints against Medrano offices located in Raleigh and Charlotte, NC, from consumers who reported that they had contracted with Medrano to send packages to family or friends in Latin American countries. In each complaint, consumers stated that they had paid Medrano to ship boxes of household goods, clothing, etc., but that the boxes never arrived at their destinations. In 2011, we received two more complaints of similar nature. In 2012 we continued to receive complaints. By the end of that year, we had received eleven total complaints (seven new ones) against Medrano.

3. The complaints began to escalate in 2013, particularly the second half of 2013. We received 41 complaints total in 2013, with 37 of those arriving between July 1 and December 31, 2013. Again, the stories were similar: Consumers, utilizing either the Raleigh or Charlotte



Medrano offices, paid Medrano to ship packages to family or friends in various Latin American countries, but Medrano never delivered the packages. Consumers identified the address of the Raleigh office as 4646 Capital Blvd., Raleigh; the address of the Charlotte office was 6407 I South Blvd., Charlotte. The corporate address of Medrano was in Hempstead, New York.

4. In addition, three consumers who complained to our office stated that they utilized Medrano's services through small grocery stores, where Medrano boxes were made available and where the customer paid for the box and for shipping. These three grocery stores were at different locations, in Newton, Wallace, and Fuquay Varina, North Carolina, while the invoices which the three consumers enclosed with their complaints reflected the same corporate address for Medrano, in Hempstead, New York.

5. It was apparent from the many complaints that non-delivery had become commonplace beginning in approximately October and November 2012 and continuing into the spring of 2013. Consumers further complained that Medrano routinely failed to return phone calls and messages; and, as early as June 2013, consumers were reporting that both the Raleigh and Charlotte locations for Medrano were closed.

6. Our office has received 66 more complaints against Medrano in 2014, bringing the total number of complaints to 118.

7. As is typical when we receive a consumer complaint, we mailed copies of the complaints we received to Medrano, along with a letter requesting that the business respond to the complaints. Initially we mailed this correspondence to the North Carolina Medrano addresses provided by the consumers, but in late 2010 we began sending the complaints to their corporate address in Hempstead, New York. We followed this procedure until August 2013, when mail sent to Medrano's address began being returned to our office.



8. Initially, Medrano was not responsive to our written communications in which we requested resolution of consumer complaints. However, Medrano did then respond to a letter our office sent on July 26, 2012. At that point we had received six complaints of non-delivery, and in an email dated August 1, 2012, a Medrano representative in Hempstead, Rasenia Rodriguez, stated that four of the six shipments had been delivered and that the company was going to reimburse the remaining two consumers up to the amount covered by the insurance which the consumers had purchased. In a follow-up letter dated August 15, 2012, Ms. Rodriguez stated that five of the six shipments had been delivered and that Medrano had issued a check for full reimbursement for the sixth shipment. True and accurate copies of the email and letter from Ms. Rodriguez are attached as Exhibit A.

9. Ms. Rodriguez attached documents to support her claims of resolution, and, as is our practice, we attempted to follow up with each of the six consumers to verify that their complaint had been satisfied. We were unable to reach one consumer; we verified four as being resolved; and one confirmed that he did receive a delivery but it was incomplete.

10. As our office began to receive increasing numbers of complaints, we forwarded those complaints to Medrano and requested resolution. We received one additional complaint in 2012, to which Medrano responded that the package had subsequently been delivered, which we were able to confirm. In 2013, Medrano responded to the first three complaints we forwarded to the company, but we heard back from two of those consumers that the resolution promised by Medrano did not happen. The last communication we received from Medrano, on April 12, 2013, was their letter in response to the third complaint of 2013. A true and accurate copy of this letter from Medrano is attached as Exhibit B.

11. We continued to forward copies of consumer complaints to Medrano until August 2013. In late July, our office sent Medrano a letter referencing and seeking resolution for eight additional complaints. A true and accurate copy of that letter is attached as Exhibit C. We received no response from Medrano, and at that point ceased forwarding consumer complaints to Medrano because the company stopped responding altogether and because, as indicated in paragraph 7 above, our letters to Medrano began to be returned to our office.

- 12. In late September of 2013, while searching the Internet for any useful information about Medrano, I found a press release from the Federal Maritime Commission ("FMC"). In the press release, the FMC advised consumers who had problems with cargo shipped through Medrano to file a claim with the surety company that had provided the bond for Medrano, Roanoke Trade Services. A true and accurate copy of that press release is attached as Exhibit D.

13. We forwarded this information to consumers who had complained to our office. However, we began to hear from some consumers that after they filed their claims with Roanoke Trade Services, they were informed that the claims submitted had exceeded the value of the bond, so they would not receive any compensation (see affidavits of Lorena Noemi Sarmiento and Teresa Cerrato, attached to the Complaint as Plaintiff's Exhibits 1 and 2 respectively).

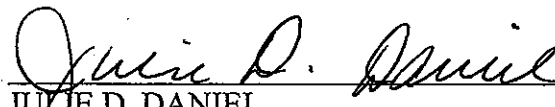
14. The same press release stated that the FMC revoked Medrano's ocean transportation intermediary license on July 25, 2013. Jennifer Gartlan, Deputy Director of FMC's Office of Consumer Affairs and Dispute Resolution Services, informed our office that the FMC had received more than one-thousand (1,000) complaints about Medrano by April of 2013, that the surety had had been canceled due to the claims filed against it, and that, upon receiving notice that the surety was canceled, the FMC revoked Medrano's license to operate as an ocean transportation intermediary for failure to maintain financial responsibility.

15. On March 6, 2014, I was contacted by Jennifer Gartlan. She explained that the FMC and Miami-Dade Consumer Protection had been alerted to space in Miami that had been leased by Medrano and then abandoned by the company, and which contained approximately 200 boxes of cargo that consumers had consigned to Medrano for shipment. Although the names of the consignors were not on the boxes, the FMC and Miami-Dade Consumer Protection were able to identify the state of origin of those boxes and determined that at least seven of them originated from North Carolina. Ms. Gartlan provided me with invoice numbers and names of intended recipients in hopes we might be able to match some of those numbers to consumers who had complained to us. In searching our records, I found that although none of the invoice numbers provided by Ms. Gartlan matched any invoice numbers provided to us by consumer complainants, the sequence of numbers indicated that all of those boxes had been consigned through the Raleigh Medrano office. I determined this by noting that invoices for consumers who sent their shipments from the Charlotte Medrano office started with a sequence of numbers beginning with 4545, whereas shipments sent through the Raleigh Medrano office began with 4646; all of the invoices numbers for the seven boxes that originated from North Carolina began with 4646.

16. In the course of my investigation of Medrano, I was also in contact with the Federal Motor Carrier Safety Administration (FMCSA). On March 13, 2014, through communications with Brodie Mack, Team Leader, Commercial Enforcement and Investigations Division of the FMCSA, I learned that Medrano's Department of Transportation license to operate interstate was revoked by the FMCSA on December 11, 2012. I also learned from Brodie Mack that, on May 12, 2014, the FMCSA issued a Notice of Claim to Medrano; a Notice of Claim is the official charging document used by the FMCSA to initiate a civil action for

violations of federal laws. In the Notice of Claim, the FMCSA imposed fines against Medrano totaling \$31,830.00.00. Of this amount, a \$25,000.00 fine was imposed for Medrano's continuation of operations following revocation of its interstate operation license. A true and accurate copy of the FMCSA's Notice of Claim is attached as Exhibit E.

17. In summary, to date we have received 118 consumer complaints against Medrano, with more than 100 of them unresolved to our knowledge. The vast majority of these complaints concern undelivered packages. Attached to this Affidavit as Exhibit F are six representative complaints from consumers.

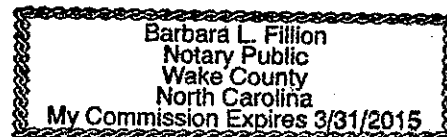
  
JULIE D. DANIEL

Sworn to and subscribed before me

this the 17<sup>th</sup> day of June, 2014.

  
(Notary Public)

My Commission Expires: 3/31/2015



**Daniel, Julie**

---

**From:** Saunders, Stuart  
**Sent:** Monday, June 16, 2014 11:37 AM  
**To:** Daniel, Julie  
**Subject:** FW: Letter received in ref. to Notice to Cease and Desist dated on July 31,2012

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**From:** rasenia rodriguez [<mailto:raseniar@medranoexpress.com>]  
**Sent:** Wednesday, August 01, 2012 12:53 PM  
**To:** Saunders, Stuart  
**Subject:** Letter received in ref. to Notice to Cease and Desist dated on July 31,2012

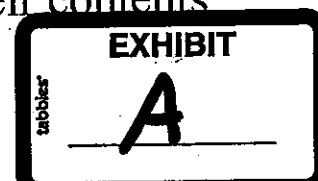
Dear Sir:

We are in receipt of your letter dated on July 26, 2012 in reference to Notice to Cease and Desist for complaints against our company Medrano Express by:

- 1-Juan de Dios Hernandez (#1204695)
- 2-Eraclio Sixto-Gutierrez (#1203881)
- 3-Rocio Flores (#1204192)
- 4-José Cortés-Pérez (#1204266)
- 5-Benigno Curiel (#1204554)
- 6-Alejandra Manning (#1209796)

In regards to the above case numbers, we want to inform that four of the cases were resolved by delivering the cargo. In relation to the remaining two cases, Rocio Flores and Sixto Eraclio Gutierrez, who have not yet received the boxes, the company is proceeding to reimburse customers for the amount of insurance paid. Medrano Express would like to ask for 3-5 more days to give you a formal written response and confirmation of the reimbursement paid.

Medrano Express is a freight forwarder company which its principal activity is to ship household goods. It is the customer's obligation to attach a detailed list of all the contents in the box and pay duties. The customs department in Mexico was inspecting all of the cargo and their contents



along with the declaration of goods on every container. This proceeding may take longer than expected if they find merchandise not declared or permitted by the country's government such as: jewelry, illegal drugs, fire arms, commercial products and more. When delays occur, we ask our customers for more time to deliver their goods. Any information given to our customers is based on what customs is telling Medrano Express.

We are sorry for the delays and any inconvenience this matter may caused to our customers which we have no control. Also, we would like to take this opportunity to thanks the State of North Caroline for helping as mediator to resolve this matter fairly.

Sincerely,

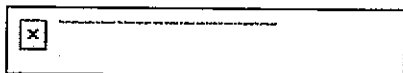
*Rasenia I. Rodríguez*

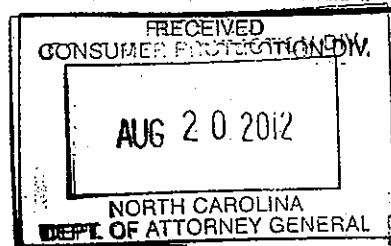
*HR/Administration / Supervisor-NY & NJ*

68 Sewell St, Hempstead N.Y. 11550

1(800) 328-4963 / (516) 292 - 2226 Ext. 1006

Direct Line: 516-279-5674/Fax (516) 279-1472





August 15, 2012

**Stuart M (Jeb) Saunders**  
**CONSUMER PROTECTION DIVISION**  
**STATE OF NORTH CAROLINA**  
9001 Mail Service Center  
Raleigh, NC 27699-9001

**Ref. : Notice to Cease and Desist**

**Cases: Juan de Dios Hernandez Lopez (#1204695), Eraclio Sixto Gutierrez (#1203881)  
Rocio Flores (#12041692), José Cortés Pérez (#1204266), Benigno Curiel  
Peralta (#1204554), and Alejandra Manning (#1209796)**

We want, first of all, to express our sincere apologies for the delay in replying earlier and also we would like to take this opportunity to thank you once again for helping as mediator to resolve this matter fairly.

In regards to the above case numbers, we want to inform that 5 cases out of 6 were resolved successfully by delivering the cargo. (Please see proof attached). Unfortunately, we couldn't deliver the cargo of Rocio Flores and full reimbursement was made in the total amount of \$755 and a credit discount was given for \$155 to be applied on her next order. (proof attached)

We spoke to Mrs. Rocio on August 4, 2012 and she said she will come to collect the check at our branch in Raleigh, NC next Saturday. The check is available since last Friday August 10, 2012, but Mrs. Rocio didn't show up. We've tried to get in contact with her over the phone several times. We are willing to mail out the check, but we would like to confirm her actual address.

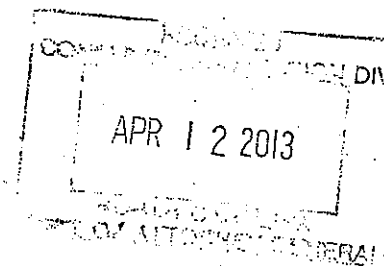
If further information is needed, do not hesitate to contact me at (516)292-2226 Ext. 1006 or (516) 279-5674.

Sincerely,

  
**Mrs. Rasenia I. Rodriguez**  
**H/R Administration**

---

**Transporte Medrano Inc DBA Medrano Express**  
68 Sewell St, Hempstead, NY 11550  
516-292-2226/ 1-800-328-4968/Fax 516-279-1472



March 29th, 2013

**Consumer Protection**

**Ate: Julie D. Daniel**

9001 Mail Service Center

Raleigh, NC 27699

**Ref. Case : Maria Ines Hernandez**

**Case No: 1300793**

In regards to the above case number, we want first of all to express our sincere apologies for the delay in replying earlier.

We want you to know that Medrano Express has received her complaint and we are sorry for the loss of her package, and it is our responsibility to do the refund of the amount by which box it was insured and also she will have a credit for her next shipment.

Medrano Express has responsibility to make payment of the following amounts:

Insurance                      \$ 500.00

Total                            \$ 500.00

This payment will be made by check and this process it take from 60 to 90 days. Also Ms. Hernandez will have a credit of \$175.00 for her next shipment with us.

We apologize for the delay and any inconvenience this issue may have caused to our client.

If further information is needed, do not hesitate to contact us via mail at:

**Transportes Medrano Inc., DBA Medrano Express**

**68 Sewell Street**

**Hempstead, NY 11550**

Sincerely,

**Administration**

**Medrano Express**

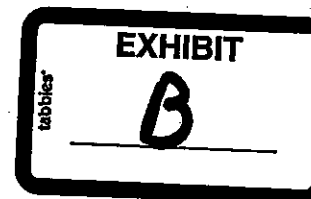
**CC: Maria Ines Hernandez**

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**Transporte Medrano Inc DBA Medrano Express**

**68 Sewell St, Hempstead, NY 11550**

**516-292-2226/ 1-800-328-4968/Fax 516-279-1472**







## State of North Carolina

ROY COOPER  
ATTORNEY GENERAL

Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

CONSUMER PROTECTION  
Toll Free In NC  
(877) 566-7226  
Outside of NC  
(919) 716-6000  
Fax: (919) 716-6050

July 31, 2013

Rasenia I. Rodriguez  
Medrano Express  
134 N. Franklin St.  
Hempstead, NY 11550

VIA CERTIFIED MAIL AND EMAIL  
(raseniar@medranoexpress.com)

Re: Written Complaints against Medrano Express

Dear Ms. Rodriguez:

Our office has received written complaints against your company from the following persons:

Cristina Barojas-Beltran (1307214);  
Sonia SB Bacilio (1300736);  
Carlos R. Lopez (1308825);  
Thelma E. Guzman (1309692);  
Barlin N. Giron (1309529);  
Gerardo Garcia-Estrada (1308721);  
Teresa Cerrato (1309139);  
Gabriel Mendoza (1300737);  
Maria Ines Hernandez (1300793);  
Mirna G. Luna (1309755);  
Felipe Alonso (1309754).

These eleven persons, who have used either your Raleigh or Charlotte, North Carolina offices, allege that they have paid Medrano Express to ship packages to various destinations in Mexico, El Salvador, and Honduras and that Medrano Express has failed to deliver the packages. These consumers also report that, when they attempt to reach your Raleigh or Charlotte offices or your home office in New York to report the non-delivery, the phones are not answered.

Our own office has experienced difficulty receiving responses from Medrano Express on these matters. Typically, you do not respond to our written communications or respond only after we have made repeated inquiries on behalf of consumers. We have received responses from you for three of the above complainants (Hernandez, Mendoza, Bacilio) but have received



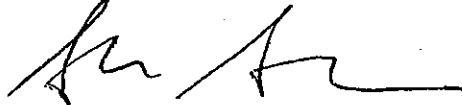
Medrano Express  
July 31, 2013  
Page 2

no confirmation that restitution has actually been made. You have not responded with regard to the remaining eight complainants.

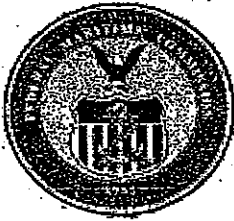
Please contact me immediately to discuss these matters. I would like confirmation that full restitution has been made to the eleven consumers. I would also like to know the overall status of your practices in North Carolina; at least one consumer has reported that your Raleigh office is closed and it appears that the Charlotte office may be closed as well.

You may contact me directly via telephone (919-716-6031) or e-mail (ssaunders@ncdoj.gov). Thank you for your attention to these matters.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jeb Saunders', with a long horizontal flourish extending to the right.

Stuart M. (Jeb) Saunders  
Assistant Attorney General  
CONSUMER PROTECTION DIVISION



## FEDERAL MARITIME COMMISSION

Regulating the nation's international ocean transportation for the benefit of exporters, importers, and the American consumer.

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### The Federal Maritime Commission Newsroom

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#### Consumer Alert – Commission Revokes FMC License Of Transporte Medrano, Inc. D/B/A Medrano Express

August 23, 2013

On July 25, 2013, the Federal Maritime Commission (FMC) revoked Transporte Medrano, Inc. d/b/a Medrano Express' (Medrano Express) ocean transportation intermediary license. Medrano Express is no longer authorized to provide ocean transportation services. Consumers and businesses should not tender cargo to Medrano Express or its agents for the international shipment of goods.

The Commission is receiving complaints that consumers are unable to reach Medrano Express or locate their goods. At this time, the FMC encourages anyone that has used Medrano Express to arrange for international shipment of their cargo and that is currently experiencing problems with a shipment, to take the following steps:

- If your cargo has not been delivered or recovered, you may place a claim for compensation with the surety company listed below.  
Roanoke Trade Services, Inc. / For American Alternative Insurance Corporation Attention: Steve Knutson 1475 E. Woodfield Road, Suite 500 Schaumburg, IL 60173 USA
- Your claim should include:
  - a copy of the invoice you received from Medrano Express or its agent
  - the dollar amount you paid to Medrano Express for shipment of your goods
  - the estimated value of the goods shipped
  - reference the bond coverage number 571646
  - send your claim by certified mail, return receipt requested
- Contact the Commission's Office of Consumer Affairs and Dispute Resolution Services (CADRS). We are working to help consumers locate their cargo and where possible, assist with the release and/or delivery of cargo. Written requests for assistance should include a copy of the invoice you received from Medrano Express and your contact information. Please email or fax your information to: [complaints@fmc.gov](mailto:complaints@fmc.gov) or 202-275-0059

**Back to News**

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U.S. Department  
of Transportation

Federal Motor Carrier  
Safety Administration

Southern Service Center

1800 Century Boulevard  
Suite 1700  
Atlanta, GA 30345

Phone: (404) 327-7400  
Fax: (404) 327-7349

**UPS**

Certified Receipt Number: 1ZA476R5A894590568

May 12, 2014

Jorge Medrano, President  
Transporte Medrano, Inc.  
dba Medrano Express  
111 NW 22 Ave  
Miami, FL 33125

**NOTICE OF CLAIM<sup>1</sup>** -- Violations of § 49 USC 14101(a); § 392.9a(a)(1)/ 49 USC 14901(d)(3); 49 USC 504(c)/ 49 USC 521(b)(2)(E).

**CIVIL PENALTY: \$31,830**

**Case Number: FL-2014-0122-US0617**

**US DOT Number: 1033167**

Dear Mr. Medrano:

A compliance review was attempted at Miami, Florida on March 20, 2014. The purpose of this review was to determine your compliance with the Federal Motor Carrier Safety Regulations (FMCSR), the Federal Hazardous Materials Regulations (HMR), and the Federal Motor Carrier Commercial Regulations (FMCCR).

As a result of your failure to comply, violations were discovered. This letter constitutes a Notice of Claim by the United States Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) against Transporte Medrano Inc. for the amount of \$31,830.

Unless settled or otherwise resolved in a manner set forth below, the FMCSA can recover these penalties, with interest and costs, in a civil action brought in a United States District Court. Additional collection efforts may include, but are not limited to: Internal Revenue Service offsets against tax refunds, and the referral to and the use of collection agencies to collect penalties. Also, under 49 Code of Federal Regulations (CFR) §§ 386.83 and 386.84, once a final order has been issued, the FMCSA may prohibit Medrano Express from operating in interstate commerce until the civil penalty is paid in full and, if applicable, your FMCSA registration will be suspended.

1) A Notice of Claim is the official charging document used by the Federal Motor Carrier Safety Administration to initiate a civil action for violations of Federal Laws.

**EXHIBIT**

**E**

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## **SUMMARY OF VIOLATIONS**

Your company is charged with:

1. One (1) violation of § 49 USC 14101(a)- Failing to provide transportation and service on reasonable request
2. One (1) violation of 49 CFR § 392.9a(a)(1)/ 49 USC 14901(d)(3)- Operating without the required operating authority under 49 USC 14901(d)(3). (Household Goods).
3. Ten (10) violations of § 49 USC 504(c)/ 49 USC 521(b)(2)(E)- Failing to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c).

A copy of the documentary evidence collected during the investigation is available from this office. Upon request, the FMCSA will forward a copy of this evidence within a reasonable period of time. For additional details see the attached "Statement of Charges."

## **NOTICE OF ABATEMENT**

This letter also constitutes a Notice of Abatement of all violations. In order to ensure that these violations cease, your company must take the following actions:

1. Ensure transportation and or service is provided for upon reasonable request.
2. Do not operate a motor vehicle providing transportation unless and until you are registered pursuant to 49 U.S.C. 13901(d)(3) or do not operate a motor vehicle providing transportation beyond the scope of registration.
3. Allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c).

### Failure to Abate Cited Violations

Failure to abate the cited violations could cause penalties to be increased in future enforcement actions.

## **PENALTY**

### Penalty Factors for Violations of Safety and Hazardous Materials Regulations

In accordance with 49 USC §§ 521(b)(2)(D) and 5123(c), the FMCSA must, before proposing or claiming a civil penalty, take into consideration the nature, circumstances, extent, and gravity of the violation committed and with respect to the violator, the degree of culpability, history of prior offenses, ability to pay, effect on ability to continue to do business, and such other matters as justice and public safety may require. The civil penalty proposed shall be calculated to induce compliance. These factors will not be considered, however, for violations subject to the Section 222 provision described above.

### Penalty Factors for Violations of Commercial Regulations

In the case of violations of the commercial regulations FMCSA also is not required by statute to consider the Section 521 factors. However, before proposing penalties for violations of the commercial regulations (more specifically the transportation of household goods), 49 U.S.C. § 14901 (c) requires FMCSA to take into consideration the degree of culpability, any prior history of such conduct, the degree of harm to shippers, ability to pay, the effect on ability to do business, whether the shipper has been adequately compensated before institution of the civil penalty proceeding, and such other matters as fairness may require.

### Discovered Versus Charged Violations

Violations of either safety or hazardous materials regulations discovered during the course of the compliance review, but not proposed for penalty in this Notice of Claim, may have increased the civil penalty claimed for the violations charged in this Notice of Claim. The violations found in Table 1, as attached to this Notice of Claim, detail the violations discovered during our review/inspection.

### History of Prior Violations

Your history of prior violations of the FMCSRs, HMRs and/or FMCCRs, where applicable, also may have increased the civil penalty beyond that which would have otherwise been proposed in this Notice of Claim.

### Section 222 of the Motor Carrier Safety Improvement Act of 1999 (MCSIA)

A pattern of and/or repeated violations of the same or related acute or critical regulations will result in the maximum penalties allowed by law to be assessed under Section 222 of the Motor Carrier Safety Improvement Act of 1999 (MCSIA). A pattern of violations means two or more violations of acute and/or critical regulations in three or more Parts of Title 49, Code of Federal Regulations discovered during an investigation. Repeated violations means violation(s) of an acute regulation of the same Part of Title 49, Code of Federal Regulations discovered in an investigation after one or more closed enforcement actions within a six year period and/or violation(s) of a critical regulation in the same Part of Title 49, Code of Federal Regulations discovered in an investigation after two or more closed enforcement actions within a six year period. Any violations with a checkmark in the "§ 222 Applied" column in the penalty table below are subject to the "Section 222" provision and maximum penalties have been assessed pursuant to statute. See 49 USC § 521 note, 49 USC § 521(b), 49 USC § 5123, 49 USC Chapter 149, and 49 CFR Part 386, Appendix A.

A listing of the statutes governing maximum and minimum penalties for violations of specific regulations is enclosed.

Given the statutorily mandated items listed above, the FMCSA is proposing a civil penalty as follows:

<u>VIOLATION</u>	<u>TYPE OF VIOLATION<sup>2</sup></u>	<u>NUMBER OF COUNTS</u>	<u>ASSESSMENT PER COUNT</u>	<u>§222 APPLIED</u>	<u>TOTAL</u>
49 USC 14101(a)	COM	1	\$500.00	No	\$500.00

<u>VIOLATION</u>	<u>TYPE OF VIOLATION<sup>2</sup></u>	<u>NUMBER OF COUNTS</u>	<u>ASSESSMENT PER COUNT</u>	<u>\$222 APPLIED</u>	<u>TOTAL</u>
392.9a(a)(1)/ 49 USC 14901(d)(3)	COM	1	\$25,000.00	No	\$25,000.00
49 USC 504(c)/ 49 USC 521(b)(2)(E)	COM	10	\$633.00	No	\$6,330.00

Accordingly, the total amount (rounded) assessed by the Federal Government as the result of these violations is \$31,830.

### HOW TO REPLY TO THE NOTICE OF CLAIM

Under 49 CFR Part 386, "Rules of Practice for Motor Carrier, Broker, Freight Forwarder, and Hazardous Materials Proceedings," you have specific rights with respect to this Notice of Claim. You are advised to carefully read Part 386 and follow the course of action appropriate for you in this case. A copy of Part 386 is attached to this Notice of Claim for your information. You may wish to seek legal counsel for answers to any questions in reference to this Notice of Claim or procedures under Part 386. DO NOT call the FMCSA Service Center or the Chief Counsel's office for advice or assistance in your defense. You may pursue the following courses of action:

(1) PAYMENT OF PENALTY: Within 30 days of service of this Notice of Claim: (a) Pay the assessed penalty in full, or (b) Establish a monthly payment plan by contacting an Enforcement Specialist (NOTE: A payment plan may be available for respondents who demonstrate financial difficulty), or (c) Contact an Enforcement Specialist outlining in writing compelling reasons why the assessed penalty should be reduced and discuss potential settlement. You may be required to submit a current, certified balance sheet or other evidence of assets and liabilities. An Enforcement Specialist can be reached at (404)327-7362. If you pay the full penalty within thirty (30) days of service of this Notice of Claim, you do not need to file a written Reply to the Notice of Claim.

You may pay the fine electronically through our SAFER website at <<http://safer.fmcsa.dot.gov>> by selecting "Online Fine Payment."

Alternatively, you may pay by cashier's check, certified check, or money order made payable to the FMCSA and mailed to:

United States Department of Transportation  
Federal Motor Carrier Safety Administration  
Southern Service Center  
1800 Century Boulevard  
Suite 1700  
Atlanta, GA 30345

Personal or company checks will not be accepted and will be returned.

2) CDL=Commercial Driver's License; FR=Financial Responsibility; HM=Hazardous Materials (the total penalty assessed is per citation, not per number of counts); NO=Notice and Orders; NR=Nonrecordkeeping; R=Recordkeeping; COM=Commercial Regulations; E=Employee.

**Payment of the penalty will constitute admission of the violation(s) set forth in the Notice Claim, including any violation(s) charged in the Notice of Claim for a zero dollar penalty, and these violations shall constitute prior offenses under either 49 USC § 521(b)(2)(D) (for violations of the Federal Motor Carrier Safety Regulations), 49 USC § 14901(c) (for violations of the Federal Motor Carrier Commercial Regulations involving transportation of household goods) or 49 USC § 5123(c) (for violations of the Hazardous Materials Regulations) unless you proceed under the provisions of 49 C.F.R. § 386.18(c). These offenses may lead to higher penalties in future enforcement actions.**

**(2) REQUEST FOR ADMINISTRATIVE ADJUDICATION:** You may contest the claim and request Administrative adjudication; you may contest the claim and request administrative adjudication for any violation(s) charged in the Notice of Claim including any violation(s) charged for a zero dollar civil penalty. If you choose this course of action, you must carefully follow the provisions within 49 CFR § 386.14, including filing a written Reply within thirty (30) days after service of this Notice of Claim.

Your Reply must be in writing, and clearly state the grounds for contesting the Notice of Claim, and must state any affirmative defenses you intend to assert. You must separately admit or deny each violation alleged in this Notice of Claim, including any violation(s) charged for a zero dollar civil penalty. Any allegations in the Notice of Claim not specifically denied in the Reply will be deemed admitted. A general denial of the claim is insufficient and may result in a default being entered by the Assistant Administrator. Your Reply must include a statement selecting one of the options for administrative adjudication available under 49 CFR § 386.14(d)(1)(iii). Once you select an adjudication option, you are bound by that selection.

You must serve your reply on all persons listed in the Certificate of Service attached to this Notice of Claim and in accordance with the requirements of 49 CFR § 386.6.

**(3) REQUEST FOR BINDING ARBITRATION:** If you dispute only the amount of the civil penalty and/or the length of time to pay, you can select to have the civil penalty amount adjudicated through FMCSA's binding arbitration program. You should notify the FMCSA of your request in writing when you submit your Reply. The Assistant Administrator will determine if your case is appropriate for binding arbitration. You will be notified in writing of the Assistant Administrator's decision regarding your request. You may choose binding arbitration if the only issues that you dispute are the amount of the civil penalty and/or the length of time to pay. FMCSA's guidance on the use of binding arbitration is available through the following link: <<http://www.fmcsa.dot.gov/>>. You can also request a copy of the guidelines from the Service Center.

**YOU MUST CERTIFY THAT YOUR REPLY HAS BEEN SERVED IN ACCORDANCE WITH THE REQUIREMENTS CONTAINED WITHIN 49 CFR § 386.6.**

**THE SPECIFIC RIGHTS PROVIDED FOR IN 49 CFR § 386.14 MAY BE WAIVED IF YOU FAIL TO SUBMIT A WRITTEN REPLY WITHIN THIRTY (30) DAYS AFTER THE SERVICE OF THIS NOTICE OF CLAIM.**

**FAILURE TO REPLY TO THE NOTICE OF CLAIM IN THE EXACT MANNER SPECIFIED IN 49 CFR § 386.14 MAY BE TREATED AS IF NO REPLY HAS BEEN FILED. UNDER 49 CFR §**



386.14(c), A FAILURE TO REPLY MAY CAUSE THE FMCSA TO ISSUE A NOTICE OF DEFAULT AND FINAL AGENCY ORDER THIRTY (30) DAYS AFTER THIS NOTICE OF CLAIM IS SERVED. THE NOTICE OF DEFAULT AND FINAL AGENCY ORDER WILL DECLARE YOU TO BE IN DEFAULT AND DECLARE THE NOTICE OF CLAIM, INCLUDING THE CIVIL PENALTY PROPOSED IN THE NOTICE OF CLAIM, TO BE THE FINAL AGENCY ORDER IN THE PROCEEDINGS. THE FINAL AGENCY ORDER WILL BECOME EFFECTIVE FIVE (5) DAYS AFTER THE NOTICE OF DEFAULT AND FINAL AGENCY ORDER IS SERVED. THE DEFAULT WILL CONSTITUTE AN ADMISSION OF ALL FACTS ALLEGED IN THE NOTICE OF CLAIM AND A WAIVER OF YOUR OPPORTUNITY TO CONTEST THE CLAIM.

A GENERAL DENIAL DOES NOT MEET THE REQUIREMENTS OF 49 CFR § 386.14(d)(1). UNLESS YOUR REPLY COMPLIES WITH THE REQUIREMENTS OF 49 CFR § 386.14(d)(1), THE ASSISTANT ADMINISTRATOR MAY ENTER A DEFAULT AGAINST YOU.

IF YOU DO NOT UNDERSTAND OR ARE CONFUSED ABOUT YOUR RIGHTS AND OBLIGATIONS AS OUTLINED WITHIN THIS NOTICE OF CLAIM, YOU MAY WISH TO SEEK LEGAL ADVICE.

Copies of the procedural regulations, applicable statutes and the Service List are enclosed.

Sincerely,

Jeff Sanderson  
Division Administrator  
Federal Motor Carrier Safety Administration

Enclosures

## APPLICABLE STATUTES

Section 14901(d)(3) of 49 USC provides that a person who operates as a motor carrier or broker for the transportation of household goods in violation of the registration requirements of 49 USC Chapter 139 is liable to the United States for a civil penalty of not less than \$25,000 for each violation. 49 USC § 14901(d)(3) (August 10, 2005).

Section 14901(d) of 49 USC provides that a motor carrier or freight forwarder of household goods, or their receiver or trustee, that does not comply with any regulation relating to the protection of individual shippers is liable for a minimum penalty of \$1,100 per violation. 68 Fed. Reg. 15381 (March 31, 2003).

Sections 504 and 521(b)(2)(E) of 49 USC provide that a person who fails to allow promptly upon demand a designated DOT employee to inspect and copy any record or inspect and examine equipment, lands, buildings, and other property is liable for a civil penalty not to exceed \$1,000 for each offense. Each day is considered a separate offense, except the total of all civil penalties for all offenses shall not exceed \$10,000. 49 USC §§ 504, 521(b)(2)(E).

## STATEMENT OF CHARGES

**Violation 1 --- 49 USC 14101(a) - Failing to provide transportation and service on reasonable request**

**CHARGE #1:**

On or about 02/10/2013, Transporte Medrano, Inc. failed to provide transportation or service on reasonable request. Transport Medrano, Inc. was paid \$190.00 by [REDACTED] to transport household goods from Hollywood, FL to El Salvador. Transporte Medrano failed to transport Cortez's household goods from Florida to El Salvador.

**Violation 2 --- 49 CFR 392.9a(a)(1)/ 49 USC 14901(d)(3) - Operating without the required operating authority under 49 USC 14901(d)(3). (Household Goods).**

**CHARGE #1:**

On or about 03/01/2013, Transporte Medrano, Inc used driver [REDACTED] to transport household goods in a commercial motor vehicle in interstate commerce from Dallas, TX to Houston, TX. At the time of this transportation Transporte Medrano, Inc. did not have the required operating authority.

**Violation 3 --- 49 USC 504(c)/ 49 USC 521(b)(2)(E) - Failing to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c).**

**CHARGE #1:**

On or about 03/20/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

**CHARGE #2:**

On or about 03/21/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

**CHARGE #3:**

On or about 03/24/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

## STATEMENT OF CHARGES

### CHARGE #4:

On or about 03/25/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

### CHARGE #5:

On or about 03/26/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

### CHARGE #6:

On or about 03/27/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

### CHARGE #7:

On or about 03/28/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

### CHARGE #8:

On or about 03/31/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

### CHARGE #9:

On or about 04/01/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

### CHARGE #10:

On or about 04/02/2014, Transporte Medrano, Inc. failed to allow, upon demand, a designated

## STATEMENT OF CHARGES

employee of FMCSA to promptly inspect and copy and/or inspect and examine equipment, lands, buildings, or other property in accordance with 49 USC section 504(c). On or about 3/1/2013, Transporte Medrano, Inc. used [REDACTED] to drive a commercial motor vehicle in commerce from Dallas, TX to Houston, TX.

## SERVICE LIST

This is to certify that on May 12, 2014, the undersigned sent, by the method indicated, the designated number of copies of the Notice of Claim to each of the parties listed below.

Each party listed below must receive the designated number of copies of each filing made in this proceeding in the future.

Jorge Medrano, President  
Transporte Medrano, Inc.  
dba Medrano Express  
111 NW 22 Ave  
Miami, FL 33125

Original  
UPS

Jeff Sanderson, Division Administrator  
U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
545 John Knox Rd.  
Suite 102  
Tallahassee, FL 32303

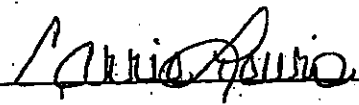
One Copy  
Personal Delivery

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
FMCSA Docket Clerk  
Southern Service Center  
1800 Century Boulevard  
Suite 1700  
Atlanta, GA 30345

One Copy  
U.S. Mail or Electronic Mail

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
Matthew Hardy, Trial Attorney  
1800 Century Boulevard  
Suite 1700  
Atlanta, Georgia 30345

One Copy  
U.S. Mail or Electronic Mail

  
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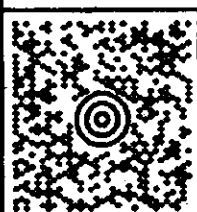


## UPS CampusShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**  
UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.  
Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.  
Hand the package to any UPS driver in your area.  
Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

**Customers with a Daily Pickup**

Your driver will pickup your shipment(s) as usual.

FOLD HERE

<b>1 LBS</b> <b>1 OF 1</b>  CARRIE LEWIS 850-942-9338 3820 FMCSA-FL 545 JOHN KNOX RD TALLAHASSEE FL 32303  <b>SHIP TO:</b> DBA MEDRANO EXPRESS (305)642-1119 TRANSPORTE MEDRANO INC. 111 NW 22 AVENUE MIAMI FL 33125-5241	<b>FL 330 9-01</b>  	<b>UPS GROUND</b> TRACKING #: 1Z A47 6R5 A8 9459 0568		 BILLING: P/P ADULT SIGNATURE REQUIRED-MIN 21  Case #: FL-2014-0122-US0617 DOT #: 1033167  CS 16.2.01. WNTDSD 51.0A 04/2014
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## UPS CampusShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
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## 3. GETTING YOUR SHIPMENT TO UPS

UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.




Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

## Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

FOLD HERE

<b>1 LBS</b> <b>1 OF 1</b> CARRIE LEWIS 850-942-9338 3820 PMCSA-FL 545 JOHN KNOX RD TALLAHASSEE FL 32303	<b>SHIP TO:</b> BILL CICONI SKB TRUCKING PERMITS & LOGISTI 10811 MAJURO DRIVE JACKSONVILLE FL 32246-2438	<b>FL 322 9-23</b> 	<b>UPS GROUND</b> TRACKING #: 1Z A47 6R5 A8 9462 0981 	<b>BILLING: P/P</b> ADULT SIGNATURE REQUIRED-MIN 21 Case #: FL-2014-0122-US0617 DOT #: 1033167  CS 16.2.03 WINTER90 51.0A 04/2014
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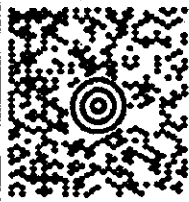


## UPS CampusShip: View/Print Label

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Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

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FOLD HERE

<b>1 LBS</b> <b>1 OF 1</b>  CARRIE LEWIS 850-942-9338 3820 FMCSA-FL 545 JOHN KNOX RD TALLAHASSEE FL 32303  <b>SHIP TO:</b> MEDRANO EXPRESS WAREHOUSE 68 SEWELL AVENUE HEMPSTEAD NY 11550-5418	<b>NY 115 9-04</b>  	<b>UPS GROUND</b> TRACKING #: 1Z A47 6R5 A8 9285 8792		<b>BILLING: P/P</b> ADULT SIGNATURE REQUIRED-MIN 21  Case #: FL-2014-0122-US0617 DOT #: 1033167  CS 162.03. WINTERBURY ST. OR. 04/2014
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## UPS CampusShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
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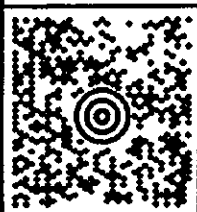


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**Customers with a Daily Pickup**

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FOLD HERE

<b>1 LBS</b> <b>1 OF 1</b>  CARRIE LEWIS 850-942-9338 3820 PMCSA FL 545 JOHN KNOX RD TALLAHASSEE FL 32303  <b>SHIP TO:</b> JORGE MEDRANO JR 97 FAIRWAY DRIVE HEMPSTEAD NY 11550-4703	<b>NY 115 9-04</b>  	<b>UPS GROUND</b> TRACKING #: 1Z A47 6R5 A8 9073 3009		 BILLING: P/P ADULT SIGNATURE REQUIRED-MIN 21  Case #: FL-2014-0122-US06170 DOT #: 1033167  CS 16.2.03 WNTDS0 51.0A 04/2014
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**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

**MAIL TO: CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226**

**TRANSLATION**

**SECTION 1: Your Information**

Mr. Ms. Mrs. MR.	Last name MOLINA	First name GUILLERMO	MI F.
Mailing address 4411 CADES COVE DRIVE			
City CHARLOTTE		State NC	Zip code 28273
Country, if not US USA			
Day phone number, including area code ( 704 ) 588-9429		Evening phone number, including area code ( 704 ) 588-9429	
Fax number, including area code ( )			
County of residence MECKLENBURG		E-mail address	
Cell phone, including area code ( 704 ) 804-1961			

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company MEDRANO EXPRESS			
Mailing address 6407 I SOUTH BLVD			
City CHARLOTTE		State NC	Zip code 28217
Country, if not US			
Company's internet address (URL) WWW.MEDRANOEXPRESS.COM			
Telephone number, including area code ( 704 ) 556-9298		Fax number, including area code ( 704 ) 556-9328	

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved 1 BOX WITH CLOTHES, SHOES ELECTRONICS		Date of purchase, service, contract 10-23-2012	
Manufacturer or brand		Model	
Account number 2254979		Serial number 454528705	
Did you sign a contract or a lease? Yes [X] No [ ]		If yes, please give the following	Starting date 10-23-13
Expiration date 11-12-12			
Total amount paid \$ 165	Amount in dispute \$665	How was payment made: [X] Cash [ ] Check [ ] Credit card [ ] Debit card [ ] Money order [ ] Wire transfer [ ] Finance agreement [ ] Other	
Did you buy an extended service contract? Yes [ ] No [X]		If yes, name of company responsible for extended service contract or warranty	

**SECTION 4: Information About the Transaction**



**How was initial contact made between you and the business?**

- ☐ Person came to my home
- ☒ I went to company's place of business
- ☐ I received a telephone call from business
- ☐ I telephoned the business
- ☐ I received information in the mail
- ☐ I responded to radio/television ad
- ☐ I responded to printed advertisement
- ☐ I responded to a Website or e-mail solicitation
- ☐ I received a fax solicitation
- ☐ I attended a trade show or convention
- ☐ Other\_\_

**Where did the transaction take place?**

- ☒ At my home
- ☐ At company's place of business
- ☐ By mail
- ☐ Over the phone
- ☐ Via computer (website or e-mail)
- ☐ Trade show or hotel
- ☐ Other\_\_\_\_\_

**SECTION 5: Details of Complaint** (use additional sheets if necessary)

I sent 1 box with clothes, shoes, iron, 1 Caserales games, bed spread set, sandals, dresses, for women and for girls, pants for boys, girls and women since it helps my family and it never arrived. I called Medrano Express, but no one answers the telephone, at first they would say that the boxes were at Customs in El Salvador, then no one would answer the telephone. I hope that you are able to help us. For the box was sent by my mother, my uncle, my cousin And I.

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? ☒ Yes ☐ No

If yes, name of person most recently contacted  
KARLA

His/her phone number, incl. area code  
( 704 ) 556-9298

Results  
NEGATIVES

What result would you consider fair?

TO DELIVER BOX OR REIMBURSE MY MONEY PLUS THE COST FOR SHIPPING

Do you have an attorney in this case?  
☐ Yes ☒ No

If yes, name of your attorney

Attorney's number, incl. area code  
( )

Has your complaint been heard or is it scheduled to be heard in court? ☐ Yes ☒ No If yes, where and when?

If already heard, what was the result?

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.

- Please be sure to include **copies** of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001





Sucursal (Branch)

134 North Franklin Street • Hempstead, NY 11550  
Phone: 1-800-328-4963 • Fax: 516-292-1896  
Visitenos: @ www.medranoexpress.com

REMITENTE (Sender)

GUILLERMO MOLINA  
4411 CASE COVE DR  
CHARLOTTE NC 28273

FACTURA NO  
(Invoice No)

FECHA FACTURA  
(Invoice Date)

DESTINATARIO (Ship To)

CANTIDAD (Qty)	PESO (Weight)	TIPO DE SERVICIO DESCRIPCION (Service Description)	PRECIO UNITARIO (Unit Price)	SEGURO (Insurance)	IMPUESTOS (Taxes/Fees)	TOTAL LINEA (Total Amount)
1	68		145			145
						145

FIRMA DEL REMITENTE (Sender's Signature)

NOMBRE DEL CONDUCTOR (Driver's Name)

FIRMA DEL DESTINATARIO (Recipient's Signature)

CECULA DEL DESTINATARIO (Recipient's ID)

ENTREGADA POR (Delivered By)

FECHA Y HORA DE ENTREGA (Delivery Date & Time)

Your Signature Here Confirms Your Agreement to the Terms & Conditions Written on the Back of This Invoice. Con su firma aqui confirma su aceptación a los términos y condiciones descritas al reverso de esta factura.  
COPIA OFICINA (OFFICE COPY)



Medrano Express - Charlotte  
6407 I South Blvd.  
Charlotte, NC 28217

454528705

10/23/12

Phone: 704-556-9298

KARLAL

#2254979

MOLINA, GUILLERMO F  
4411 CADES COVE DR  
CHARLOTTE  
North Carolina 28273-4586  
United States  
Phone: 704-588-9429

MARTINEZ, MARITZA G  
5TA CALLE ORIENTE  
BARRIO CONCEPCION CASA #4  
SAN BARTOLO PERULAPIA  
CUSCATLAN  
EL SALVADOR  
Phone: 503--2379-1034

1 20"x20"x28"  
VER ANEXO

1 T 20.00

Total Deposit Due...

20.00

10/29/12 11/05/12 11/12/12

10/28/12

10/29/12

Deliver boxes on 10/23/12 Driver:

\*\*\* Collect Deposit from Customer \*\*\*

**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

**MAIL TO: CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226**

**TRANSLATION**

**SECTION 1: Your Information**

Mr. Ms. Mrs. MR.	Last name BARRALES	First name MARTIN	MI MB
Mailing address 3314 ALPINE CHURCH			
City HARRELLS		State NC	Zip code 28444
Day phone number, including area code (910 ) 532-4933		Evening phone number, including area code (910 ) 532-4933	Fax number, including area code ( )
County of residence SAMPSON		E-mail address	Cell phone, including area code ( )

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company MEDRANO EXPRESS			
Mailing address 134 NORTH FRANKLIN STREET			
City HEMPSTEAD		State NY	Zip code 11550
Country, if not US			
Company's internet address (URL) WWW.MEDRANOEXPRESS.COM			
Telephone number, including area code ( 919 ) 827-8621		Fax number, including area code ( 516 ) 408-3613	1-800-328-4963

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved COURIER SERVICE OR PACKAGING		Date of purchase, service, contract	
Manufacturer or brand MEDRANO EXPRESS		Model	
Account number		Serial number	
Did you sign a contract or a lease? Yes [ ] No [ ]	If yes, please give the following	Starting date	Expiration date
Total amount paid \$ 160.00	Amount in dispute \$	How was payment made: [X] Cash [ ] Check [ ] Credit card [ ] Debit card [ ] Money order [ ] Wire transfer [ ] Finance agreement [ ] Other _____	
Did you buy an extended service contract? Yes [ ] No [ ]		If yes, name of company responsible for extended service contract or warranty	

**SECTION 4: Information About the Transaction**

**How was initial contact made between you and the business?**

- ☐ Person came to my home
- ☐ I went to company's place of business
- ☐ I received a telephone call from business
- ☐ I telephoned the business
- ☐ I received information in the mail
- ☐ I responded to radio/television ad
- ☐ I responded to printed advertisement
- ☐ I responded to a Website or e-mail solicitation
- ☐ I received a fax solicitation
- ☐ I attended a trade show or convention
- ☒ Other

We reached out to the business or shop Mercado Latino, where they give shipping services to Mexico and Central America.

**Where did the transaction take place?**

- ☐ At my home
- ☐ At company's place of business
- ☐ By mail
- ☐ Over the phone
- ☐ Via computer (website or e-mail)
- ☐ Trade show or hotel
- ☒ Other

At the business or shop: Mercado Latino, located at 125 E. Boney St. Wallace NC 284666.

**SECTION 5: Details of Complaint (use additional sheets if necessary)**

It's been 1 year and 6 months that they took my box to the shop called " Super Mercado Latino" located at 125 E.

Boney Street in Wallace NC with the destination of Minatitlan, Ver Mexico through the courier service or shipping

company Medrano Express, they gave us an invoice with letterhead in which the owner of the store

Super Mercado Latino, filled in the information for the sender and receiver, we paid them \$160.00 in cash ( He never

signed the invoice, nor did anyone else) Only I signed it, I (Martin Barrales). They also told us that if we needed more

information to call the 1-800-328-4963, that the packages were delayed but that they were going to be delivered for

sure. And they gave us a copy of the invoice : 8184777 ( I have attached a copy) Three months passed and we

returned to the Super Mercado Latino, to obtain more information but they only gave us another telephone

stating the they had answered their call (1-704-556-9296 in Charlotte NC) We would call every month because that

is how we were indicated to do so, the response was : It is on its way, allow me a minute why I check on the PC, It is

already on the borders of Mexico, it has not passed through Customs yet, but what kept us was the same response as

always: Don't worry your box is safe. There came a time when they did not answer , we also wrote to the website

, we left various messages, but we never received a response. It was very bothersome to see how they had scammed us and they were not honest, but because of ignorance and lack of information we didn't do anything else.

Three weeks earlier I read a publication in La Conexion USA, packages recuperated from "Medrano Express", we went to the website (ncdoj.gov) we found another telephone number which we called and thanks to God somebody can help us so that at least some of us can recuperate our packages the important thing is that we now know where to go for help.

Attached is a copy of the invoice previously mentioned, as well as the business card of the business of the Super Mercado Latino.

Note: It would be nice to give more information to these shops that offer these services.

Thanks.

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted MS. MARIA	His/her phone number, incl. area code ( 919 ) 827-8621
---	---	---

Results  
NONE

What result would you consider fair?  
TO RECUPERATE MY BOX

Do you have an attorney in this case? [ ] Yes [X] No	If yes, name of your attorney	Attorney's number, incl. area code (      )
Has your complaint been heard or is it scheduled to be heard in court? [ ] Yes [ ] No If yes, where and when?		
If already heard, what was the result?		

#### SECTION 7: Important Information

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include copies of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001



## Super Mercado Latino

Al servicio de nuestra comunidad hispana en Wallace.



Ofreciendo Servicios Varios Como:  
Productos Mexicanos y Centroamericanos  
Envios de dinero a todo el mundo a traves de:  
MoneyGram, Sigue, Vigo, Western Union, Internex e Intercambio Express  
Envios de paquetes a Mexico y CA a traves de Medrano express, Urgente express y EnvioMex  
Cambio de cheques y money orders  
Venta de perfumes y joyeria. Renta de sillas y mesas para sus fiestas  
Venta de Botas vaqueras y de trabajo



VISITENOS O LLAMENOS PORQUE ESTO SOLO ES PARTE  
DE LOS SERVICIOS QUE NOSOTROS LE PODEMOS DAR  
Somos los unicos en el area en vender autenticos productos hondureños y mexicanos



125 E. Boney St. Wallace, NC 28466

910.285.8001 910.465.2937 Fax 910.285.6840

Email: [supermercadolatino47@hotmail.com](mailto:supermercadolatino47@hotmail.com)



**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

**MAIL TO: CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226**

**TRANSLATION**

**SECTION 1: Your Information**

Mr. Ms. Mrs.	Last name LUNA	First name MIRNA	MI G
Mailing address 301 ROSELLE CT APT. I			
City RALEIGH	State NC	Zip code 27610	Country, if not US
Day phone number, including area code (919 ) 985-4438	Evening phone number, including area code (919 ) 360-1909		Fax number, including area code ( )
County of residence WAKE	E-mail address EMMANUELMEDRANO18@YAHOO.COM		Cell phone, including area code ( )

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company MEDRANO EXPRESS			
Mailing address 134 NORTH FRANKLIN STREET			
City HEMPSTEAD	State NY	Zip code 11550	Country, if not US US
Company's internet address (URL) WWW.MEDRANOEXPRESS.COM			
Telephone number, including area code 1 (800 ) 328-4963	Fax number, including area code ( )		

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved A BOX WITH CLOTHES AND ARTICLES		Date of purchase, service, contract 10-14-10	
Manufacturer or brand CLOTHES, PERFUMES, SHOES, ETC		Model NEW	
Account number 464613643-01		Serial number	
Did you sign a contract or a lease? Yes [X] No [ ]	If yes, please give the following	Starting date 10-14-12	Expiration date 10-14-13
Total amount paid 175	Amount in dispute 1,000	How was payment made: [X] Cash [ ] Check [ ] Credit card [ ] Debit card [ ] Money order [ ] Wire transfer [ ] Finance agreement [ ] Other	
Did you buy an extended service contract? Yes [ ] No [X]		If yes, name of company responsible for extended service contract or warranty	

**SECTION 4: Information About the Transaction**

<b>How was initial contact made between you and the business?</b> [ ] Person came to my home [ ] I went to company's place of business. [ ] I received a telephone call from business [ ] I telephoned the business [ ] I received information in the mail [ ] I responded to radio/television ad [ ] I responded to printed advertisement [ ] I responded to a Website or e-mail solicitation [ ] I received a fax solicitation [ ] I attended a trade show or convention [ ] Other	<b>Where did the transaction take place?</b> [ ] At my home [ ] At company's place of business [ ] By-mail [ ] Over the phone [ ] Via computer (website or e-mail) [ ] Trade show or hotel [ ] Other I WENT TO THE BUSINESS BUT THEY PICKED UP THE BOX.
---	--

**SECTION 5: Details of Complaint (use additional sheets if necessary)**



My complaint is because since November 10<sup>th</sup> of 2012 I sent a box filled with things/articles to El Salvador and up until this date it has not arrived. I have called many times to inquire about my box and they would answer saying that it was in customs that in a few more weeks it would arrive to my family. But it's been a while that they do not answer my calls I have sent messages by mail and I have not received any more responses. And in addition they have closed their branch that they had at 4646 Capital Blvd, Raleigh, NC 27604 without providing any explanation. And I paid for an insurance that would cover a value of \$500 the agreement was that in 2 months my box would be delivered and this was not the case.

#### SECTION 6: Resolution Attempts You Have Made

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted THEY NEVER SAID THEIR NAME	His/her phone number, incl. area code ( )
---	--	--

Results  
THEY SAID THAT IN ONE MORE WEEK MY BOX WOULD BE DELIVERED

What result would you consider fair?  
THAT THE BOX BE DELIVERED IN EL SALVADOR OR THAT THEY PAY FOR ALL OF THE ARTICLES

Do you have an attorney in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of your attorney	Attorney's number, incl. area code ( )
--	-------------------------------	---

Has your complaint been heard or is it scheduled to be heard in court? ☐ Yes ☒ No If yes, where and when?

If already heard, what was the result?

#### SECTION 7: Important Information

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
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- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001

## FORMULARIO DE CONTENIDO



Sucursal Branch

Phone: 1.800.328.4863 • Fax: 516.292.1896  
Visitenos: @ www.medranoexpress.com

FACTURA NO.  
(Invoice No.)

FECHA FACTURA  
(Invoice Date)

REMITENTE (Sender)

DESTINATARIO (Ship To)

Signature area for Remitter

Signature area for Destination

CANTIDAD (Quantity)	PESO (Weight)	TIPO DE SERVICIO DESCRIPCION (Service / Description)	PRECIO UNITARIO (Unit Price)	SEGURO (Insurance)	IMPUESTOS (Customs Fee)	TOTAL LINEA (Extended Amount)

FIRMA DEL REMITENTE: (Sender's Signature)

FIRMA DEL DESTINATARIO: (Recipient's Signature)

ENTREGADA POR: (Delivered By)

X  
NOMBRE DEL CONDUCTOR: (Driver's Name)

X  
CEDULA DEL DESTINATARIO: (Recipient's ID)

FECHA Y HORA DE ENTREGA (Delivery Date & Time)

Your Signature Here Confirms Your Agreement to the Terms & Conditions Written on the Back of This Invoice. Con su firma aqui confirma su aceptación a los términos y condiciones descritas al reverso de esta factura.  
COPIA REMITENTE (SENDER COPY)

**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

**MAIL TO: CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226**

**TRANSLATION**

**SECTION 1: Your Information**

Mr. Ms. Mrs. MRS.	Last name SEGURA	First name ADABELLA	MI
Mailing address 307 HOLLIS ROAD			
City CHARLOTTE		State NC	Zip code 28209
Day phone number, including area code (980 ) 208-6511		Evening phone number, including area code (980) 208-6511	Fax number, including area code ( )
County of residence MECKLENBURG		E-mail address ADABELLASEGURA@YAHOO.COM	Cell phone, including area code ( )

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company MEDRANO EXPRESS			
Mailing address 6407 I SOUTH BLVD			
City CHARLOTTE		State NC	Zip code 28217
Country, if not US			
Company's internet address (URL) WWW.MEDRANOEXPRESS.COM			
Telephone number, including area code ( 704 ) 556-4298		Fax number, including area code (316 ) 292-1896	

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved CLOTHES, SHOES, FOR ADULTS AND CHILDREN		Date of purchase, service, contract	
Manufacturer or brand		Model	
Account number		Serial number	
Did you sign a contract or a lease? Yes [ ] No [ ]	If yes, please give the following <input type="checkbox"/>	Starting date	Expiration date
Total amount paid \$210.00	Amount in dispute \$410.00	How was payment made: [X] Cash [ ] Check [ ] Credit card [ ] Debit card [ ] Money order [ ] Wire transfer [ ] Finance agreement [ ] Other _____	
Did you buy an extended service contract? Yes [ ] No [ ]	If yes, name of company responsible for extended service contract or warranty		

**SECTION 4: Information About the Transaction**

**How was initial contact made between you and the business?**

- ☐ Person came to my home
- ☒ I went to company's place of business
- ☐ I received a telephone call from business
- ☐ I telephoned the business
- ☐ I received information in the mail
- ☐ I responded to radio/television ad
- ☐ I responded to printed advertisement
- ☐ I responded to a Website or e-mail solicitation
- ☐ I received a fax solicitation
- ☐ I attended a trade show or convention
- ☐ Other\_\_

**Where did the transaction take place?**

- ☐ At my home
- ☒ At company's place of business
- ☐ By mail
- ☐ Over the phone
- ☐ Via computer (website or e-mail)
- ☐ Trade show or hotel
- ☐ Other\_\_

**SECTION 5: Details of Complaint (use additional sheets if necessary)**

In November 22<sup>nd</sup> of 2012 I went to the offices of Medrano Express a shipping company, to make a shipment, they told Me that within the next 8 days that box will be getting shipped out and that within 6 or 8 weeks my family would receive it., something that has not occurred and I went to the office one more time in March and they told me No that it would Be delivered within 3 to 6 months, but I went there again during the end of June and they were already closed the Number they had on their door was 1-800-328-9963 but no one answers.

Thanks if you are able to help me.

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? ☐ Yes ☒ No

If yes, name of person most recently contacted

His/her phone number, incl. a ( )

Results

What results would you consider fair?

THE REFUND OF THE \$210.00 PLUS THE COST FOR THE THINGS I SENT.

Do you have an attorney in this case? ☐ Yes ☒ No

If yes, name of your attorney

Attorney's number, incl. area code ( )

Has your complaint been heard or is it scheduled to be heard in court? ☐ Yes ☒ No If yes, where and when?

If already heard, what was the result?

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include copies of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001

134 North Franklin Street • Hempstead, NY 11550  
Phone: 1.800.328.4963 • Fax: 516.292.1896  
Visitenos: @ [www.medrxpress.com](http://www.medrxpress.com)

Succursale de la Banque d'Orléans  
à Paris, 10, rue de la Harpe.  
Monsieur le Directeur, j'ai l'honneur  
de vous adresser ci-joint le prospectus  
de la Banque d'Orléans, 10, rue de la Harpe.  
Je vous prie d'agréer, Monsieur le Directeur,  
l'assurance de ma haute considération.

FACTURA NO. 34323403-0  
(Invoice No.)

FECHA FACTURA 04/12  
(Invoice Date)

DESTINATARIO

[illegible]

RESERVE TROOP SERVICE  
ALLIE JACARANDA # 604 INTERFIRE  
~~ONE - FARMERS DRIVE~~  
NEW ORLEANS  
INTERFIRE 01500  
EX-110  
INTERFIRE - 800-000-0000

FIRMA DEL REMITENTE (Sender's Signature)

**FIRMA DEL DESTINATARIO:** *(Recipient's Signature)*

ENTREGADA POR Delivery B

NOMBRE DEL CONDUCTOR (Driver's Name)

CEDULA DEL DESTINATARIO: 00000000

**¡¡¡HORA DE ENTREGA @ 10:00 AM!!!**

Your Signature Here Confirms Your Agreement to the Terms & Conditions Written on the Back of This Invoice. Con su firma aquí confirma su aceptación a los términos y condiciones descritas al reverso de esta factura.  
 COPIA REMITENTE / SENDER COPY



**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

MAIL TO:

CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226

SEP - 9 2013

**SECTION 1: Your Information**

Mr. Ms. Mrs.	Last name	First name	MI
Ms	Granados	Nana	E
Mailing address			
6230 Nat Rd			
City	State	Zip code	Country, if not US
Julian	NC	27283	
Day phone number, including area code	Evening phone number, including area code	Fax number, including area code	
( )	( )	( )	
County of residence	E-mail address	Cell phone, including area code	
Guilford	Catalina49@gmail.com	(336) 307-8486	

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company			
Medrano Express			
Mailing address			
6407 I South Blvd.			
City	State	Zip code	Country, if not US
Charlotte	NC	28217	
Company's internet address (URL)			
Telephone number, including area code	Fax number, including area code		
(401) 331-0707	( )		

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved		Date of purchase, service, contract
32x34" x 26" 28" Box shipped to El Salvador		3.20.2013
Manufacturer or brand		Model
Account number	Serial number	
454529289-01		
Did you sign a contract or a lease?	If yes, please give the following	Starting date
Yes [ ] No [X]		
Total amount paid	Amount in dispute	How was payment made:
		[X] Cash [ ] Check [ ] Credit card [ ] Debit card
		[ ] Money order [ ] Wire transfer [ ] Finance agreement
		[ ] Other
Did you buy an extended service contract?	If yes, name of company responsible for extended service contract or warranty	
Yes [X] No [ ] (insurance) \$1000	Medrano Express	

**SECTION 4: Information About the Transaction**

How was initial contact made between you and the business?	Where did the transaction take place?
<input type="checkbox"/> Person came to my home <input type="checkbox"/> I went to company's place of business <input type="checkbox"/> I received a telephone call from business <input type="checkbox"/> I telephoned the business <input type="checkbox"/> I received information in the mail <input type="checkbox"/> I responded to radio/television ad <input type="checkbox"/> I responded to printed advertisement <input type="checkbox"/> I responded to a Website or e-mail solicitation <input type="checkbox"/> I received a fax solicitation <input type="checkbox"/> I attended a trade show or convention <input checked="" type="checkbox"/> Other Store picked a shipping box	<input checked="" type="checkbox"/> At my home <input type="checkbox"/> At company's place of business <input type="checkbox"/> By mail <input checked="" type="checkbox"/> Over the phone <input type="checkbox"/> Via computer (website or e-mail) <input type="checkbox"/> Trade show or hotel <input type="checkbox"/> Other

then business called me

**SECTION 5: Details of Complaint (use additional sheets if necessary)**

On March 20, 2013 a box full of home and personal things were sent to El Salvador (They picked the box at my house) and they said that the box would be delivered by June 20 (3 mos after pickup). It's September and the box has not been delivered. I paid \$370 including \$30 for insurance worth 1000. - I have called several times and they would say that customs have the box in El Salvador, it is not their problem for the time that they hold boxes there. They are very rude and will not answer any q's. I said (asked) to file the insurance and they denied it because according to them, the box is in El Salvador and it's not lost. I do not know what to do, since they have disconnected <sup>all #s</sup> and close all businesses they had. HEIR PRA

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted <b>Jorge + Telma Medrano</b>	His/her phone number, incl. area code <b>(401) 331-0707</b>
---	--	--

Results

What result would you consider fair?

**The box to be delivered or money refunded for every item sent in**

Do you have an attorney in this case?

☐ Yes ☒ No

If yes, name of your attorney

Attorney's number, incl. area code

( )

Has your complaint been heard or is it scheduled to be heard in court? ☐ Yes ☐ No If yes, where and when?

If already heard, what was the result?

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.

- Please be sure to include copies of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: \_\_\_\_\_

*[Handwritten Signature]*

Date: \_\_\_\_\_

**9/5/2013**

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001



134 North Franklin St. Hempstead, NY 11550  
Tel: 1.800.328.4963

CONTRATO No \_\_\_\_\_

REMITENTE: Maria Elena Granados  
DIRECCION: 6230 Nat Rd  
Julian, NC 27283  
TEL: 336-307-8486

DESTINATARIO: Prudencia Villatoro  
Casa #80  
DIRECCION: Barrio El Calvario  
Cointo, Morazan El Salvador  
TEL: 011503-75301143 / 75318097

ORIGINAL - ADUANA

CANT	DESCRIPCION	USADO	NUEVO	OBSERVACIONES
1	Sony Walk man DVD		✓	
1	Digital Photo Lab Frame		✓	
1	Kids Keyboard	✓		
1	Med. Crock Pot	✓		
1	Sunbeam Toaster		✓	
5	Cordless Phone	✓		
2	handbags	✓		
10	Kids books	✓		
1	32" Samsung Digital HD LED TV		✓	
15	Kids Shoes	✓		
2	Lg. Griddles	✓		
1	Osterizer blender	✓		
4	Cable de Cama Sets	✓		
	Ropa de niñas	✓		
	Ropa de mujer	✓		
	Kitchen utensils	✓		
12 lbs	Oatmeal		✓	
	Candelas		✓	
1	Serving tray	✓		
1 box	Pens/Pencils/Eraser	✓		
	Cardy		✓	
1	3" rack wire rack bowls	✓		

LEA ANTES DE FIRMAR

- La empresa no permite dentro de las cajas los siguientes artículos: DINERO, JOYAS, ARMAS O MUNICIONES, VIDEOS Y REVISTAS PORNOGRÁFICAS, DROGA, QUÍMICOS O LÍQUIDOS QUE PUEDAN DAÑAR OTRAS CAJAS.
- La empresa no acepta estrictamente mercadería comercial dentro de cajas de encomienda de ayuda familiar.
- En caso que el remitente envíe artículos prohibidos (arriba mencionados), mercadería comercial o artículos no declarados, el remitente será el único responsable por multas o penalidades impuestas por las autoridades del país de destino, mas recargos extras impuestos por la empresa.
- No se permite el sobrecargo de las cajas en caso de que así vayan, la empresa no se hace responsable si se quiebra o pierde algo.

Declaro bajo juramento de palabra de honor que lo antes declarado y manifestado en el presente contrato es real y exacto a lo contenido en el envío y de transgredir lo declarado me someto a cualquier disposición legal que las autoridades pertinentes estimen convenientes así como también me comprometo a cualquier disposición penal o civil que la omisión de lo manifestado ocasione.

F. [Signature]  
AGENTE MEDRANO

Orge +  
Teima  
Medrano  
401-331-  
0707

F. [Signature]  
REMITENTE

3/20/15

**STATE OF NORTH CAROLINA  
CONSUMER  
COMPLAINT**

**MAIL TO: CONSUMER PROTECTION  
ATTORNEY GENERAL'S OFFICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NC 27699-9001  
TELEPHONE: (919) 716-6000  
TOLL-FREE IN NC: (877) 566-7226**

**TRANSLATION**

**SECTION 1: Your Information**

Mr. Ms. Mrs.	Last name NOLASCO	First name SANTOS MILAGROS	MI
Mailing address 7816 GREEN LEVEL CHURCH APEX			
City APEX	State NC	Zip code 27523	Country, if not US
Day phone number, including area code ( )	Evening phone number, including area code ( )	Fax number, including area code ( )	
County of residence WAKE	E-mail address NOLASCOMILY@GMAIL.COM	Cell phone, including area code (918 ) 908-0262	

**SECTION 2: Information About Company Against Which You Are Complaining**

Full name of company MEDRANO EXPRESS			
Mailing address 4646 CAPITAL BLVD			
City RALEIGH	State NC	Zip code 27604	Country, if not US USA
Company's internet address (URL) WWW.MEDRANOEXPRESS.COM			
Telephone number, including area code (919 ) 827-8621	Fax number, including area code ( )		

**SECTION 3: Complaint Information (complete any blocks which apply to your complaint)**

Product, item, or service involved A BOX		Date of purchase, service, contract 3-06-13	
Manufacturer or brand		Model	
Account number		Serial number	
Did you sign a contract or a lease? Yes [X] No [ ]	If yes, please give the following	Starting date	Expiration date
Total amount paid 238	Amount in dispute 600	How was payment made: [ ] Cash [ ] Check [ ] Credit card [ ] Debit card [ ] Money order [ ] Wire transfer [ ] Finance agreement [ ] Other	
Did you buy an extended service contract? Yes [ ] No [X]	If yes, name of company responsible for extended service contract or warranty		

**SECTION 4: Information About the Transaction**

<b>How was initial contact made between you and the business?</b> [ ] Person came to my home [X] I went to company's place of business [ ] I received a telephone call from business [ ] I telephoned the business [ ] I received information in the mail [ ] I responded to radio/television ad [ ] I responded to printed advertisement [ ] I responded to a Website or e-mail solicitation [ ] I received a fax solicitation [ ] I attended a trade show or convention [ ] Other	<b>Where did the transaction take place?</b> [X] At my home [ ] At company's place of business [ ] By mail [ ] Over the phone [ ] Via computer (website or e-mail) [ ] Trade show or hotel [ ] Other
--	---

**SECTION 5: Details of Complaint (use additional sheets if necessary)**

I sent my package since March of this year 2013 and when I always call they would tell me to wait until the end of month for them to deliver it and that it was at Customs but up until today I do not know anything They no longer

Answer but they no longer answer their phones nor here or in El Salvador. I paid insurance for the package that I sent and I paid for the box \$220 that is why I am placing this complaint against this business I hope that you can help me. Thank you.

And I paid \$600 dollars for the insurance that had been invested into the box.

**SECTION 6: Resolution Attempts You Have Made**

Have you contacted the company with your complaint? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, name of person most recently contacted KARLA	His/her phone number, incl. area code ( )
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Results

What result would you consider fair?

Do you have an attorney in this case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of your attorney	Attorney's number, incl. area code ( )
--	-------------------------------	---

Has your complaint been heard or is it scheduled to be heard in court? ☐ Yes ☐ No If yes, where and when?

If already heard, what was the result?

**SECTION 7: Important Information**

- Documents provided to this office may be public record.
- In most cases your complaint will be forwarded to the business complained about for response. If the complaint falls within the jurisdiction of another local, state or federal agency, we may refer your complaint to that agency.
- Please be sure to include copies of any supporting documents you may have, such as correspondence, contracts, invoices, receipts, etc. Do not send originals.
- This office does not have the authority to give private legal advice or provide private legal representation to individual consumers.

The information I have provided is true and accurate to the best of my knowledge.

Your signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail to: NC Attorney General's Office, Consumer Protection Division, 9001 Mail Service Center, Raleigh, NC 27699-9001





134 North Franklin Street • Hempstead, NY 11550  
 Phone: 516-292-3863 • Fax: 516-292-1896  
 Visit us @ www.medranoexpress.com

EXPRESS BULK 2415713 0-11AM  
 (Express/Bulk Branch)

Medrano Express Raleigh  
 4646 Capital Blvd  
 Raleigh, NC 27604  
 Phone: 919-827-8421

CONS: NC-RALEIGH LOCAL

FACTURACION: 64614185-01

(Invoice No.)

ECHEFACTURA: 00000000000000000000

(Invoice Date)

PARCELAL

### REMITENTE (Sender)

CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD  
 CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD  
 CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD  
 CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD

### DESTINATARIO (To)

CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD  
 CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD  
 CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD  
 CLASCO BANTON  
 50 GREEN LEVEL CHURCH RD

CANTIDAD (Quantity)	PESO (Weight)	TIPO DE SERVICIO/DESCRIPCION (Service/Description)	PRECIO UNITARIO (Unit Price)	SEGURO (Insurance)	IMPUESTOS (Taxes & Fees)	TOTAL LINEA (Estimado/Approx.)
1	24.125	VER ANEXO DECLARED VALUE: 400.00	220.00	18.00	0.00	238.00
TOTAL LÍNEAS: 1						238.00
TOTAL INVOICE BALANCE DUE						238.00

FIRMA DEL REMITENTE (Sender Signature)

FIRMA DEL DESTINATARIO (Recipient Signature)

ENTREGADO POR (Carrier/Driver)

NOMBRE DEL CONDUCTOR (Driver Name)

VEDULA DEL DESTINATARIO (Recipient ID)

FECHA Y HORA DE ENTREGA (Date/Time)